

If you plan to submit a bid directly to the Department of Transportation

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

ADDENDUMS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested prior to the date of the addendum, an addendum package should have been mailed to the planholder. If plans/proposals were ordered after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

23

RETURN WITH BID

Proposal Submitted By

Name

Address

City

Letting March 8, 2002

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 94882
Wayne County
Section 96-(2-1,3,3-1)RS
Project IM-64-4(87)103
FAI Route 64
District 7 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?: Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

RETURN WITH BID



Illinois Department
of Transportation

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 94882
Wayne County
Section 96-(2-1,3,3-1)RS
Project IM-64-4(87)103
FAI Route 64
District 7 Construction Funds**

Pavement patching, bituminous surface removal, 24 ft width bituminous concrete resurfacing, 6 ft and 10 ft width bituminous shoulders and 2 ft width aggregate wedge shoulders on FAI Route 64 north of Mills Shoals from 0.4 mile west of U.S. Route 45 extending to the west of 6.71 miles.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>			<u>Proposal Guaranty</u>	<u>Amount of Bid</u>			<u>Proposal Guaranty</u>
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ \$(). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Section No. _____

County _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER -

94882

Page 1

State Job # - C-97-066-00
PPS NBR - 7-80260-0300
County Name - WAYNE- -
Code - 191 - -
District - 7 - -
Section Number - 96-(2-1, 3,03-1)RS

Project Number
IM-064-4/087/103

Route
FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322729	MATL TRANSFER DEVICE	TON	34,328.000				
X4066528	P BCSC SUPER "D" N90	TON	15,934.000				
X4066658	P BCBC SUP IL19.0 N90	TON	18,394.000				
X4421000	PARTIAL DEPTH PATCH	TON	133.000				
X4422000	PARTIAL DEPTH REM VAR	SQ YD	951.000				
Z0075300	TIE BARS	EACH	1,901.000				
20400800	FURNISHED EXCAV	CU YD	194.000				
25001000	SEEDING CL 2 SPL	ACRE	0.300				
28000250	TEMP EROS CONTR SEED	POUND	30.000				
40600100	BIT MATLS PR CT	GALLON	31,452.000				
40600300	AGG PR CT	TON	629.000				
40600895	CONSTRUC TEST STRIP	EACH	2.000				
40600980	BIT SURF REM BUTT JT	SQ YD	4,540.000				
40600990	TEMPORARY RAMP	SQ YD	978.000				
44000030	BIT SURF REM VAR DP	SQ YD	833.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER -

94882

Page 2

State Job # - C-97-066-00
PPS NBR - 7-80260-0300
County Name - WAYNE- -
Code - 191 - -
District - 7 - -
Section Number - 96-(2-1, 3,03-1)RS

Project Number
IM-064-4/087/103

Route
FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
44001430	BIT SHOULDER REMOV	SQ YD	500.000				
44200525	CL A PATCH T1 8	SQ YD	241.000				
44200529	CL A PATCH T2 8	SQ YD	1,092.000				
44200533	CL A PATCH T3 8	SQ YD	629.000				
44200535	CL A PATCH T4 8	SQ YD	2,608.000				
44213000	PATCH REINFORCEMENT	SQ YD	4,570.000				
44213200	SAW CUTS	FOOT	21,536.000				
48101200	AGGREGATE SHLDS B	TON	5,989.000				
48200600	BIT SHOULDERS 8	SQ YD	500.000				
48201000	BIT SHOULDERS	TON	22,900.000				
50300220	CLASS MS CONC	CU YD	2.610				
54002020	EXPAN BOLTS 3/4	EACH	80.000				
60100060	CONC HDWL FOR P DRAIN	EACH	334.000				
60100074	SHOULDER REM & REPL 8	FOOT	101,218.000				
60107700	PIPE UNDERDRAINS 6	FOOT	98,912.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER -

94882

Page 3

State Job # - C-97-066-00
PPS NBR - 7-80260-0300
County Name - WAYNE- -
Code - 191 - -
District - 7 - -
Section Number - 96-(2-1, 3,03-1)RS

Project Number
IM-064-4/087/103

Route
FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60108200	PIPE UNDERDRAIN 6 SP	FOOT	5,536.000				
63000000	SPBGR TY A	FOOT	1,350.000				
63000005	SPBGR TY B	FOOT	300.000				
63100065	TRAF BAR TERM T4	EACH	5.000				
63100085	TRAF BAR TERM T6	EACH	10.000				
63100105	TRAF BAR TERM T10	EACH	12.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	17.000				
63200310	GUARDRAIL REMOV	FOOT	2,447.000				
63500105	DELINEATORS	EACH	186.000				
63500120	DELINEATOR REMOVAL	EACH	265.000				
67000400	ENGR FIELD OFFICE A	CAL MO	9.000				
67100100	MOBILIZATION	L SUM	1.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
70100800	TRAF CONT-PROT 701401	L SUM	1.000				
70300100	SHORT-TERM PAVT MKING	FOOT	21,356.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER -

94882

Page 4

State Job # - C-97-066-00
PPS NBR - 7-80260-0300
County Name - WAYNE- -
Code - 191 - -
District - 7 - -
Section Number - 96-(2-1, 3,03-1)RS

Project Number
IM-064-4/087/103

Route
FAI 64

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70300220	TEMP PVT MK LINE 4	FOOT	141,516.000				
70300240	TEMP PVT MK LINE 6	FOOT	17,689.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	944.000				
78003130	PREF PL PM TB LINE 6	FOOT	17,690.000				
78005110	EPOXY PVT MK LINE 4	FOOT	141,516.000				
78005170	EPOXY PVT MK LINE 18	FOOT	24.000				
78100100	RAISED REFL PAVT MKR	EACH	1,778.000				
78200410	GUARDRAIL MKR TYPE A	EACH	88.000				
78201000	TERMINAL MARKER - DA	EACH	17.000				
78300200	RAISED REF PVT MK REM	EACH	891.000				

CONTRACT NUMBER 94882

THIS IS THE TOTAL BID \$ _____

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.**
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is s**

RETURN WITH BID

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

RETURN WITH BID

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. **Disclosure Forms.** Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

ILLINOIS DEPARTMENT
OF TRANSPORTATIONForm A
Financial Information &
Potential Conflicts of Interest
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
 % or \$ value of ownership/distributable income share: _____

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes ___ No ___

If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___ No ___

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ___ No ___

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ___ No ___

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by:

Name of Authorized Representative (type or print)

Completed by:

Title of Authorized Representative (type or print)

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form B
Other Contracts &
Procurement Related Information
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___

If **“No” is checked**, the bidder only needs to complete the signature box on the bottom of this page.

2. If “Yes” is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

Contract No. 94882
Wayne County
Section 96-(2-1,3,3-1)RS
Project IM-64-4(87)103
FAI Route 64
District 7 Construction Funds

PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) _____ persons will be directly employed by the prime contractor and that (number) _____ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____

Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256-Pg. 2 (Rev. 3/98)

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
 2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

RETURN WITH BID

**Contract No. 94882
Wayne County
Section 96-(2-1,3,3-1)RS
Project IM-64-4(87)103
FAI Route 64
District 7 Construction Funds**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL)

Firm Name _____

Signature of Owner _____

Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____

By _____

Business Address _____

Name and Address of All Members of the Firm:

(IF A CORPORATION)

Corporate Name _____

By _____

Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

Attest _____

(IF A JOINT VENTURE, USE THIS SECTION
FOR THE MANAGING PARTY AND THE
SECOND PARTY SHOULD SIGN BELOW)

Business Address _____

Signature _____

(IF A JOINT VENTURE)

Corporate Name _____

By _____

Signature of Authorized Representative _____

Typed or printed name and title of Authorized Representative _____

Attest _____

Signature _____

Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.

RETURN WITH BID



**Illinois Department
of Transportation**

**Division of Highways
Proposal Bid Bond**
(Effective November 1, 1992)

Item No. _____
Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

_____ as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D., _____.

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By: _____ By: _____
(Signature & Title) (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said County, do hereby certify that
_____ and _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D. _____.

My commission expires _____
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID# _____ Company/Bidder Name _____ Signature and Title _____

PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 94882
Wayne County
Section 96-(2-1,3,3-1)RS
Project IM-64-4(87)103
FAI Route 64
District 7 Construction Funds



Illinois Department of Transportation



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 8, 2002. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 94882
Wayne County
Section 96-(2-1,3,3-1)RS
Project IM-64-4(87)103
FAI Route 64
District 7 Construction Funds**

Pavement patching, bituminous surface removal, 24 ft width bituminous concrete resurfacing, 6 ft and 10 ft width bituminous shoulders and 2 ft width aggregate wedge shoulders on FAI Route 64 north of Mills Shoals from 0.4 mile west of U.S. Route 45 extending to the west of 6.71 miles.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Kirk Brown, Secretary

BD 351 (Rev. 11/2001)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2002

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and LOCAL AGENCY SPECIAL PROVISIONS.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X State Required Contract Provisions All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83)	1
2	X Subletting of Contracts (Federal-aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4	Specific Equal Employment Opportunity Responsibilities NonFederal-aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	15
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93)	21
6	R.R. Protection Liability Form (Eff. 6-10-58) (Rev. 9-29-67)	26
7	X Asphalt Quantities and Cost Reviews (Eff. 7-1-88)	42
8	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94)	43
9	Haul Road Stream Crossings, Other Temporary Stream Crossings and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	44
10	Construction Layout Stakes Except for Bridges (Eff. 5-1-93) (Rev. 1-1-02)	45
11	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02)	48
12	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97)	51
13	Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97)	53
14	Bituminous Surface Treatments Half-Smart (Eff. 7-1-93) (Rev. 1-1-97)	59
15	Quality Control/Quality Assurance of Bituminous Concrete Mixtures (Eff. 1-1-99) (Rev. 1-1-02)	65
16	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-97)	84
17	Bituminous Surface Removal (Coldmilling) (Eff. 11-1-87) (Rev. 10-15-97)	88
18	Resurfacing of Milled Surfaces (Eff. 10-1-95)	90
19	X PCC Partial Depth Bituminous Patching (Eff. 1-1-98)	91
20	Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99)	93
21	Epoxy Coating on Reinforcement (Eff. 4-1-97) (Rev. 7-15-97)	95
22	Protective Shield System (Eff. 4-1-95) (Rev. 8-1-95)	96
23	Polymer Concrete (Eff. 8-1-95) (Rev. 11-1-99)	97
24	Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 1-1-99)	99
25	X Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98)	104
26	X Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	105
27	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97)	110
28	X Give em a Brake Sign (Eff. 8-1-89) (Rev. 08-1-91)	112
29	Portable Changeable Message Signs (Eff. 11-1-93) (Rev. 2-1-96)	113
30	X Direction Indicator Barricades (Eff. 7-1-99)	114
31	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	115
32	X Aggregate Gradation Control System (Eff. 7-1-95)	116
33	English Substitution of Metric Bolts (Eff. 7-1-96)	117
34	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 7-15-97)	118
35	Polymer Modified Emulsified Asphalt (Eff. 5-15-89)	120
36	Corrosion Inhibitor (Eff. 3-1-90) (Rev. 7-1-99)	122

TABLE OF CONTENTS

LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
PROJECT COMPLETION DATE	1
TRAFFIC CONTROL PLAN	1
TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)	2
SEEDING, CLASS II (SPECIAL).....	3
PNEUMATIC-TIRED ROLLER FOR SUPERPAVE.....	3
CONCRETE HEADWALL FOR PIPE DRAINS	3
SURFACE TESTING OF BITUMINOUS CONCRETE OVERLAYS	4
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)	14
BITUMINOUS CONCRETE SURFACE COURSE	22
COARSE AGGREGATE FOR BITUMINOUS COURSES (BDE).....	23
FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE AND MORTAR (BDE)	25
FLY ASH IN PORTLAND CEMENT CONCRETE (BDE)	26
GRADATION FOR FINE AND COARSE AGGREGATES	27
DRIVING GUARDRAIL POSTS (BDE)	27
CONCRETE MIX DESIGN CRITERIA (BDE).....	28
EPOXY PAVEMENT MARKING (BDE)	28
ERRATA FOR THE 2002 STANDARD SPECIFICATIONS (BDE)	29
EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE).....	31
GROUND GRANULATED BLAST-FURNACE SLAG IN PORTLAND CEMENT CONCRETE (BDE)	32
NON-CLASS I SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)	33
PAYMENTS TO SUBCONTRACTORS (BDE).....	34
PRECAST CONCRETE (BDE)	35
QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE MIXTURES.....	36
RAP FOR USE IN CLASS I AND SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)	51
SEGREGATION CONTROL OF BITUMINOUS CONCRETE (BDE).....	53
MOBILIZATION (BDE)	55
SHOULDER RESURFACING (BDE)	56
MATERIAL ALLOWANCES	57
PLACEMENT OF ARROW BOARDS (BDE)	57
PORTLAND CEMENT CONCRETE PATCHING (BDE)	58
SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)	62
TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (BDE).....	67

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE).....	68
MATERIAL TRANSFER DEVICE (BDE)	69

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 64, Project IM-64-4(87)103, Section 96-(2-1,3,3-1)RS in Wayne County and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI Route 64 (I-64)
Section 96-(2-1,3,3-1)RS
Wayne County
Contract No. 94882

LOCATION OF PROJECT

This project is located on FAI Route 64 in Wayne County. This project begins 7 miles west of US Route 45 and extends easterly 6.6 miles to 0.4 mile west of US Route 45.

DESCRIPTION OF PROJECT

The work included in Section 96-(2-1,3,3-1)RS consists of pavement patching, bituminous resurfacing of pavement and shoulders, aggregate shoulders, guardrail, pipe underdrains, pavement marking, and other work necessary to complete the section.

PROJECT COMPLETION DATE

The contractor for this project is advised that the construction activities for this improvement will be governed by a completion of 3:00 P.M. on November 27, 2002, as specified in Article 108.05 of the Standard Specifications.

In the event that all work is not completed by the specified completion date, liquidated damages for each calendar day will be deducted based upon the total contract amount using the schedule in Article 108.09 of the Standard Specifications.

TRAFFIC CONTROL PLAN

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09, 107.14 and 107.15 of the Standard Specifications for Road and Bridge Construction, the following Highway Standards and Recurring Special Provisions relating to traffic control.

Highway Standards:

701101 701401 701406 701426 702001

Traffic control standards shall be applied as directed by the Engineer. Suggested applications for each standard are as follows:

Std. 701101: This standard should be used when the contractor's work is confined to the shoulder. Typical applications are delineator removal, delineator placement, guard rail work, and aggregate shoulders.

Std. 701401: Standard 701401 shall be used for lane closures for work such as pavement patching, pipe underdrains, shoulder removal and bituminous shoulders, and resurfacing with Bituminous Binder Course and Bituminous Surface Course. This Traffic Control and Protection shall be paid for at the contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION STANDARD 701401.

Std. 701406: This standard shall be used for operations requiring a lane closure when the Contractor is required to have lanes open at night. Typical application is bituminous resurfacing and guard rail items. This Traffic Control and Protection shall be paid for at the contract LUMP SUM price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701406.

Std. 701426: Traffic Control for striping shall be as shown on Standard 701426.

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective April 1, 1992

To ensure a prompt response to incidents involving the integrity of the work zone traffic control devices, the Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis. When the Engineer is notified or determines a deficiency exists, (s)he shall be the sole judges to whether the deficiency is an immediate safety hazard. The Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Resident Engineer's acceptance of the corrections. For this project, the daily deduction will be ____* per day. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

*The cost of the daily deduction will be calculated by dividing three percent of the awarded contract price by the number of calendar days anticipated for this project. The number of days anticipated for this project is 235. This procedure is to be followed regardless of whether the contract is based upon working days, contains a completion date, or has an incentive/disincentive clause.

SEEDING, CLASS II (SPECIAL)

(Eff. 6/1/90)

All areas disturbed during construction shall be seeded with Class II Seeding in accordance with Section 250 of the Standard Specifications.

All disturbed areas shall be covered with Mulch in accordance with Section 251 of the Standard Specifications. The Contractor shall use Method 1.

This work will be paid for at the contract unit price per hectare (acre) for SEEDING, CLASS II (SPECIAL), which price shall include furnishing and applying fertilizer nutrients at the rate of 100 kg/ha (90 lbs./acre) for Nitrogen, 100 kg/ha (90 lbs./acre) for Phosphorus, and 100 kg/ha (90 lbs./acre) for Potassium; Agricultural Ground Limestone at the rate of 9 metric tons/ha (4 tons/acre); and Mulch at the rate of 4.5 metric tons/ha (2 tons/acre).

PNEUMATIC-TIRED ROLLER FOR SUPERPAVE

For all Superpave Bituminous Concrete Mixtures placed at a rate exceeding 75 metric tons per hour (85 tons per hour), a pneumatic-tired roller will be required as the intermediate roller. This roller shall meet the requirements of Table 1 of Article 406.16 of the Standard Specifications. This provision shall hold over any other requirements included elsewhere in the contract.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per metric ton (ton) or square meter (square yard) of the various items of SUPERPAVE BITUMINOUS CONCRETE MIXUTRES.

CONCRETE HEADWALL FOR PIPE DRAINS

This shall be done in accordance with Standard 601001 and Standard 601101. All areas disturbed by the construction of the headwall and the pipe underdrain special shall be seeded with a mixture conforming to the Class II Seeding mixtures specified in Section 250.07 of the Standard Specifications. Fertilizer nutrients and mulch shall be applied in accordance with the rates shown in the plans.

This work will be paid for at the contract unit price per each for CONCRETE HEADWALL FOR PIPE DRAIN, which price shall include all labor and materials, including rodent shield, seeding, fertilizer nutrients, and mulch.

SURFACE TESTING OF BITUMINOUS CONCRETE OVERLAYS

Revise Article 406.03(k) of the Standard Specifications to read:

Pavement Surface Test Equipment 1101.10

Revise Article 406.21 of the Standard Specifications to read:

“Surface Tests.

- (a) General. The finished surface of the pavement shall be tested using a California Profilograph or an approved equivalent, or a 5 m (16 ft.) straightedge as specified below. The Contractor shall remove all objects and debris from the pavement surface prior to the required profilograph or straightedge measurements.
- (1) A California Profilograph or an approved equivalent shall be used to test all sections consisting of ramps, loops, or pavements with a posted speed greater than 75 km/hr (45 mph) to determine a profile index. These sections shall meet the smoothness requirements and use the Smoothness Assessment Schedule for “Mainline Pavement.”
- (2) All sections consisting of ramps, loops, or pavements with a posted speed of 75 km/hr (45 mph) or less shall also be tested using a California Profilograph or an approved equivalent, to determine a profile index. These sections shall meet the smoothness requirements and use the Smoothness Assessment Schedule for “Other Profilograph Pavement Sections.”
- (3) A 5 m (16 ft.) straightedge with a 10 mm (3/8 in.) tolerance shall be used on the following segments with no smoothness assessments:
- a. pavement on horizontal curves with centerline radius of curvature of less than or equal to 300 m (1000 ft.), and pavement within the superelevation transition of such curves;
 - b. the first, or last, 4.5 m (15 ft.) of a pavement section where the Contractor is not responsible for the adjoining surface;
 - c. intersections;
 - d. variable width pavements;
 - e. side street returns;
 - f. crossovers;
 - g. connector pavement from mainline pavement expansion joint to the bridge approach pavement;
 - h. bridge approach pavement; and
 - i. other miscellaneous pavement surfaces (i.e. turn lane) as determined by the Engineer.
- (b) Testing Procedure. The Contractor shall perform the profile testing in the presence of the Engineer. Testing shall be conducted after final rolling and before the surface is opened to traffic.

Smoothness testing will not be required on intermediate lifts, but the Engineer reserves the right to require corrective measures when obvious surface variations are evident. If the Contractor elects to test intermediate lifts with the profilograph, the traces shall be made available to the Engineer.

- (1) Mainline Pavement: A daily average profile index shall be determined for each day's paving. One day's paving is considered a lot. A lot is defined as a minimum of 160 m (0.1 mi.) of paving placed in a single day. If less than 160 m (0.1 mi.) is paved, the day's production shall be grouped with the subsequent day's production. If the production of the last day of project paving is less than 160 m (0.1 mi.), it will be grouped with the previous day's production.

A subplot is defined as a contiguous area of finished pavement 160 m (0.1 mi.) in length and one lane [3.6 m (12 ft.) nominal] in width. A partial subplot resulting from an interruption of the contiguous pavement surface (i.e. bridge approaches) is subject to the same evaluation as a whole subplot.

- (2) Other Profilograph Pavement Sections: A daily profile index shall be determined for each pavement section other than mainline. Any segment longer than 160 m (0.1 mi.) in length (i.e. ramps, acceleration/deceleration lanes, etc.) shall have profile indices calculated for each 160 m (0.1 mi.) subplot. Those sections shorter than 160 m (0.1 mi.) in length shall be considered an individual subplot.

Testing of each day's paving shall be performed within 24 hours or before the surface is opened to traffic, whichever is shorter, unless otherwise approved by the Engineer. The Engineer will use the results of the testing to evaluate the paving methods and equipment. If the paving operation produces acceptable results, the Contractor may continue paving.

If the day's average profile index exceeds 635 mm/km (40.0 in./mi.) on mainline pavement, or 1025 mm/km (65.0 in./mi.) on other profilograph pavement sections, the paving operation will be suspended until corrective action is taken by the Contractor.

Pavement profiles shall be taken 1 m (3 ft.) from and parallel to the right edge for pavements of all widths. A guide shall be used to maintain the proper distance from the longitudinal joint.

The profile trace shall have stationing indicated every 150 m (500 ft.) at a minimum. Both ends of the profile trace shall be labeled with the following information: contract number, beginning and ending stationing, which direction is up on the trace, which direction the profilograph was pushed, and profilograph operator name(s). The top portion of the Profilograph Report of Pavement Smoothness (Attachment 1) shall be completed and the form secured around the trace roll.

- (c) Trace Reduction and Bump Locating Procedure. Traces produced by a mechanical recorder shall be reduced using an electronic scanner and computer software. This software shall calculate the profile index and indicate any bumps in excess of 8 mm (0.30 in.) with a line intersecting the profile on the printout. Computerized recorders shall provide the same information.

Profile indices for each 160 m (0.1 mi.) subplot, the average daily profile index, and locations with deviations exceeding the 8 mm (0.30 in.) limit shall be recorded on the Profilograph Report of Pavement Smoothness as shown in Attachment 1.

All traces and completed reports shall be provided to the Engineer for the project file.

- (d) Corrective Actions. Within each subplot, all areas representing high points (bumps) with deviations in excess of 8 mm (0.30 in.) in a length of 8 m (25 ft.) or less shall be corrected by the Contractor regardless of the profile index value. Correction of deviations that would cause a 20% or more reduction of the surface thickness shown on the plans shall result in the removal and replacement of the pavement surface to the satisfaction of the Engineer at the Contractor's expense.
- (1) Mainline Pavement: Any 160 m (0.1 mi.) subplot having an initial profile index greater than 475 (30.1 in./mi.) to 635 mm/km (40.0 in./mi.), including bumps, shall be corrected to reduce the profile index to 475 mm/km (30.0 in./mi.) or less on each trace. Any 160 m (0.1 mi.) subplot having an initial profile index greater than 635 mm/km (40.0 in./mi.), including bumps, shall be corrected to reduce the profile index to 475 mm/km (30.0 in./mi.) or less on each trace, or replaced at the Contractor's option.
- (2) Other Profilograph Pavement Sections: Any 160 m (0.1 mi.) subplot having an initial profile index greater than 710 (45.1 in./mi.) to 1025 mm/km (65.0 in./mi.), including bumps, shall be corrected to reduce the profile index to 710 mm/km (45.0 in./mi.) or less on each trace. Any 160 m (0.1 mi.) subplot having an initial profile index greater than 1025 mm/km (65.0 in./mi.), including bumps, shall be corrected to reduce the profile index to 710 mm/km (45.0 in./mi.) or less on each trace, or replaced at the Contractor's option.
- (3) Sections Tested with a 5 m (16 ft.) Straightedge: Surface variations which exceed the 10 mm (3/8 in.) tolerance shall be marked by the Engineer and removed by the Contractor.

On sublots of mainline pavement where corrective work is performed, the pavement shall be retested to verify that corrections have produced a profile index of 475 mm/km (30.0 in./mi.) or less [710 mm/km (45.0 in./mi.) or less on other profilograph pavement sections] for each trace.

Corrective work shall be completed using either an approved grinding device consisting of multiple saws or by removing and replacing the pavement.

The corrective methods used by the Contractor shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area squared normal to the centerline of the paved surface. Corrected areas will require no further texturing for skid resistance.

Corrective work shall be at the Contractor's expense. The Contractor shall furnish the surface profilograph tracing and the completed form to the Engineer within two working days after any corrections are made.

The Engineer may perform profilograph testing on the surface at any time for monitoring and comparison purposes.

- (e) Smoothness Assessments. Smoothness assessments will be based on the initial average profile index determined for the sublots prior to performing any corrective work, unless the Contractor chooses to remove and replace the section. For sections that are replaced, the initial average profile index after replacement shall be used to determine smoothness assessments. Additional payments/deductions will be as indicated in the Smoothness Assessment Schedule.

The Smoothness Assessment Work Sheet (Attachment 2) will be completed by the Engineer for payment.

SMOOTHNESS ASSESSMENT SCHEDULE

Mainline Pavement Profile Index mm/km (in./mi.)	Other Profilograph Pavement Sections Profile Index mm/km (in./mi.) per subplot	Smoothness Assessment per 160 m (0.1 mi.) subplot
Less than 95 (6.0)		+\$300.00
>95 (6.0) to 160 (10.0)	Less than 240 (15.0)	+\$250.00
>160 (10.0) to 240 (15.0)		+\$200.00
	>240 (15.0) to 400 (25.0)	+\$150.00
>240 (15.0) to 285 (18.0)		+\$100.00
>285 (18.0) to 475 (30.0)	>400 (25.1) to 710 (45.0)	+\$0.00
>475 (30.0) to 635 (40.0)	>710 (45.1) to 1025 (65.0)	+\$0.00*
Greater than 635 (40.0)	Greater than 1025 (65.0)	-\$300.00*

* Mainline pavement shall be corrected to 475 mm/km (30.0 in./mi.) or less. Other profilograph pavement sections shall be corrected to 710 mm/km (45.0 in./mi.) or less."

Revise Article 1101.10 of the Standard Specifications to read:

"Pavement Surface Test Equipment. Required surface testing and analysis equipment shall be provided by the Contractor.

- (a) 5 m (16 ft.) Straightedge. The 5 m (16 ft.) straightedge shall consist of a metal I-beam mounted between two wheels spaced 5 m (16 ft.) between the axles. Scratcher bolts which can be easily and accurately adjusted, shall be set at the 1/4, 1/2, and 3/4 points between the axles. A handle suitable for pushing and guiding shall be attached to the straightedge. The straightedge shall meet the approval of the Engineer.
- (b) California Profilograph. The California Profilograph or approved equivalent shall consist of a frame 8 m (25 ft.) in length supported upon multiple wheels at either end. The profile shall be recorded from the vertical movement of a wheel attached to the frame at mid point. All traces from pavement sections tested with a California Profilograph or approved equivalent shall be recorded on paper with scales of 300:1 longitudinally and 1:1 vertically.

(1) Calibration. The Contractor shall demonstrate to the Engineer that the testing equipment has proper tire pressure inflation, trueness of tire travel, and is calibrated for vertical displacement and horizontal distance. This calibration shall consist of the following:

- a. A 150 to 300 m (500 to 1000 ft.) long calibration test section shall be located on the project. This test section should be relatively straight and flat. The profilograph shall be calibrated for longitudinal distance on this test section to the satisfaction of the Engineer.
- b. Longitudinal calibration consists of pushing, at walking speed [approximately 5 km/hr (3 mph)], the profilograph over the pre-measured test section and determining the chart scale factor. To calculate the chart scale factor, divide the pre-measured test distance, in millimeters (inches), by the length of the profile trace from this test section, in millimeters (inches). This factor should be 300 ± 0.5 . If the profilograph produces charts with a different scale factor, adjustment of the profilograph shall be made to bring the scale factor to the tolerance specified above.
- c. Vertical calibration consists of placing the center recording wheel of the profilograph on a base plate and recording the base elevation. Two plates, 13 mm (0.5 in.) thick each, are added under the center wheel, one at a time, and the change in elevation noted. The two plates are removed, one at a time, and the change in elevation noted. Each step in the process shall show a change in height of $13 \text{ mm} \pm 1.0 \text{ mm}$ ($0.5 \pm 0.01 \text{ in.}$). If the profilograph produces results not conforming to the above limits, it shall be adjusted to the tolerance specified.
- d. The automatic trace reduction capability of a machine so equipped shall be checked by comparing the machine's results to the results obtained through manual trace reduction using California Test Method 526-D with a 0.0 mm (0.00 in.) blanking band. The comparison shall be made with the trace obtained on the pre-measured test section. The results of the comparison shall not differ by more than 30 mm/km (2.0 in./mi.).
- e. All calibration traces and calculations shall be submitted to the Engineer to become part of the project file.

The Department reserves the right to retest the pavement at any time to verify the accuracy of the Contractor provided equipment.

(2) Trace Analysis. The Contractor shall reduce/evaluate these traces using a 0.0 mm (0.00 in.) blanking band and determine a profile index [mm/km (in./mi.)] for each section of finished pavement surface. If the Contractor's profilograph is equipped with a computerized recorder, the trace produced will be evaluated without further reduction. If the profilograph has a mechanical recorder, the Contractor shall provide an electronic scanner, a computer, and software to reduce the trace. All analysis equipment (electronic scanner, computerized recorder, etc.) shall be able to accept 0.0 mm (0.00 in.) for the blanking band."

**INSTRUCTIONS FOR COMPLETING
PROFILOGRAPH REPORT OF PAVEMENT SMOOTHNESS**

This form shall be prepared and submitted, along with the profile trace, within two working days of the placement or correction of bituminous concrete pavement.

The Type of Report is one of the following:

Information – Test conducted for informational purposes only.

Initial – Required testing of pavement after final rolling, and within 24 hours of placement or before the surface is opened to traffic.

Intermediate – After some corrective action has been completed.

Final – After all corrective action has been completed.

Other Information:

Pavement Type – Full-Depth Bituminous Concrete, Bituminous Concrete Overlay

Traffic Direction – NB, SB, EB, or WB depending on the design traffic flow of the numbered route.

Lane Designation – DL (Driving Lane), CL (Center Lane), or PL (Passing Lane).

Number of Lanes Placed – The number of lanes placed at one time.

Paving Action – Thickness and type of pavement.

Posted Speed – Posted speed of this section of pavement.

Operator – Printed name of Contractor personnel operating profilograph.

Engineer – Printed name of Department representative witnessing data collection.

Bump locations are listed by station for each track (wheel path).

PROFILOGRAPH REPORT FOR PAVEMENT SMOOTHNESS

Type of Report:

 Information ✓ Initial Intermediate Final

Contract No. 96739 Route IL 255

Section No.

Contractor John Doe Construction Co.

County Madison

Station 1795+06.0 To Station 1814+87.5

Pavement Type Full-Depth Bituminous Concrete

No. of Lanes Overlaid 2

Traffic Direction EB

Date Placed/Corrected 09/01/99

Lane Designation PL

Operator Joe Smith

Date Tested 09/02/99

Engineer Mike Jones

Posted Speed 55 MPH

Sublot No.	Length km (mi.)	Track 1 Measured Roughness mm (in.)	Track 1 Profile Index mm/km (in./mi.)	Track 2 Measured Roughness mm (in.)	Track 2 Profile Index mm/km (in./mi.)	Track 3 Measured Roughness mm (in.)	Track 3 Profile Index mm/km (in./mi.)	Average Profile Index mm/km (in./mi.)
1	0.100	2.16	21.6	1.30	13.0			17.3
2	0.100	2.18	21.8	2.26	22.6			22.2
3	0.100	2.02	20.2	2.16	21.6			20.9
4	0.100	1.64	16.4	2.29	22.9			19.6
5	0.100	2.04	20.4	2.43	24.3			22.3
6	0.100	2.23	22.3	2.09	20.9			21.6
7	0.100	2.52	25.2	2.16	21.6			23.4
8	0.100	2.38	23.8	2.09	20.9			22.3
9	0.044	1.64	37.3	1.32	29.3			33.3
Total/Avg	0.844	18.81	22.3	18.10	21.4			21.9

Bump Locations Track 1: 1893+53.5

EXAMPLE

Certified by: _____

Title _____ Chief Profilograph Pusher

Organization _____ John Doe Construction Co.

PROFILOGRAPH REPORT FOR PAVEMENT SMOOTHNESS

Type of Report:

___ Information ___ Initial ___ Intermediate ___ Final

Contract No. _____ Route _____ Section No. _____
 Contractor _____ County _____
 Station _____ To Station _____ Pavement Type _____
 No. of Lanes Overlaid _____ Traffic Direction _____
 Date Placed/Corrected _____ Lane Designation _____
 Operator _____ Date Tested _____
 Engineer _____ Posted Speed _____

Sublot No.	Length km (mi.)	Track 1 Measured Roughness mm (in.)	Track 1 Profile Index mm/km (in./mi.)	Track 2 Measured Roughness mm (in.)	Track 2 Profile Index mm/km (in./mi.)	Track 3 Measured Roughness mm (in.)	Track 3 Profile Index mm/km (in./mi.)	Average Profile Index mm/km (in./mi.)
Total/Avg								

Bump Locations _____

Title _____

Organization _____

Certified by: _____

SMOOTHNESS ASSESSMENT WORK SHEET

Contract No. _____

Section _____

Route _____

County _____

Date Placed	Station to Station or Mile Marker	Lane	Length Placed	Sublot No.	Initial Profile Index	Smoothness Assessment (+ or -)	Accumulated Assessment (+ or -)	Remarks/Final Profile

Computed by: _____

Checked by: _____

Approved by: _____

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

CONTRACTOR ASSURANCE: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 12.5% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 6 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or

- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES: Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.state.il.us.

BIDDING PROCEDURES: Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION: The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department

determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

CONTRACT COMPLIANCE: Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material without regard to any retainage withheld by the Department, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

80029

BITUMINOUS CONCRETE SURFACE COURSE

Effective: April 1, 2001

For bituminous surface course mixture only, revise the 5th paragraph of Article 406.23 of the Standard Specifications to read:

“The metric tons (tons) paid for surface course mixture will be calculated using the following formula:

METRIC TONS(TONS) PAID= METRIC TONS (TONS) PAID is based on weight tickets required by the 4th paragraph of this Article but shall not exceed 103 percent of the Adjusted Plan Quantity. The Adjusted Plan Quantity is calculated as follows:

Adjusted Plan Quantity = C x quantity shown on plans or as specified by the Engineer.

Nomenclature: (Metric)

$$C = \frac{(d) \times 999.6 \times 0.025}{59.8} = (d)(0.4179)$$

d = G_{mb} = average bulk specific gravity (d) from approved mix design.
59.8 = Constant; unit weight of surface course shown on the plans, in kg/sq m/25 mm, used to estimate plan quantity.
999.6 = Constant; for conversion.
0.025 = Constant; for conversion.

Nomenclature: (English)

$$C = \frac{(d) \times 62.4 \times 0.75}{112.0}$$

d = G_{mb} = average bulk specific gravity (d) from approved mix design.
112.0 = Constant; unit weight of surface course shown on the plans, in lbs./sq.yd./in., used to estimate plan quantity.
62.4 = Constant; for conversion.
0.75 = Constant; for conversion.

If project circumstances warrant a new surface course mix design, the above formulae shall be used to calculate the METRIC TONS (TONS) PAID for tonnage placed using each respective mix design.”

COARSE AGGREGATE FOR BITUMINOUS COURSES (BDE)

Effective: November 1, 2000

Revised: January 1, 2001

Replace Article 1004.03(a) of the Standard Specifications with the following:

(a) Description. The coarse aggregate for bituminous courses shall be according to the following table.

Class	Mixture	Aggregates Allowed
A	Seal or Cover	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
B		Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete
I And Superpave	A or B and IL-25.0 or IL-19.0 Binder	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF)
I And Superpave	C Surface	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag except when used as leveling binder Gravel – only when used in Class I Type 3CL or Superpave IL-9.5L

I and Superpave	D Surface	<p>Crushed Gravel Crushed Stone (other than Limestone) Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag</p> <p>Limestone may be used in Mixture D if blended by volume in the following coarse aggregate percentages: Up to 25% Limestone with at least 75% Dolomite Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite Up to 75% Limestone with at least 25% Crushed Slag (ACBF) or Crushed Sandstone</p>
I and Superpave	E Surface	<p>Crushed Gravel Crushed Stone (other than Limestone and Dolomite) Crushed Sandstone</p> <p>No Limestone.</p> <p>Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages: Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume. Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E.</p> <p>If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages: Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.</p>

I and Superpave	F Surface	Crushed Sandstone No Limestone. Crushed Gravel or Crushed Stone (except Limestone) may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel or Crushed Stone with at least 50% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume
-----------------------	--------------	---

FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE AND MORTAR (BDE)

Effective: November 1, 2000

Revised: April 1, 2001

Revise Article 1003.02 to read as follows:

“1003.02 Fine aggregate for Portland Cement Concrete and Mortar. The aggregate shall meet the requirements of Article 1003.01 and the following specific requirements:

- (a) Description. The fine aggregate shall consist of washed sand, washed stone sand, or a blend of washed sand and washed stone sand approved by the Engineer. Stone sand produced through an air separation system approved by the Engineer may be used in place of washed stone sand.
- (b) Quality. The fine aggregate materials in the gradations specified for portland cement concrete shall meet Class A Quality, except that the minus 75µm (No. 200) sieve AASHTO T11 requirement in the Fine Aggregate Quality Table shall not apply to washed stone sand or any blend of washed stone sand and washed sand approved by the Engineer. The fine aggregate for masonry mortar shall meet Class A Quality or, in the case of natural sand, shall meet the deleterious quantity limits for Class A Quality.
- (c) Gradation. The washed sand for portland cement concrete shall be Gradation FA 1 or FA 2. Washed stone sand for portland cement concrete, which includes any blend with washed sand, shall be Gradation FA 1, FA 2, or FA 20. Fine aggregate for masonry mortar shall be Gradation FA 9.
- (d) Use of Fine Aggregates. The blending, alternate use, and /or substitution of fine aggregates from different sources for use in portland cement concrete will not be permitted without the approval of the Engineer. Any blending shall be by interlocked mechanical feeders at the aggregate source or concrete plant. The blending shall be uniform, and the equipment shall be approved by the Engineer.”

FLY ASH IN PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2001

Revised: April 1, 2001

Revise Article 1020.05(c) to read as follows:

(c) Fly Ash. At the Contractor's option, fly ash from approved sources may partially replace portland cement in concrete mixtures, for Class BD, PV, MS, SI, SC, and SH, except when blended cements are used. A mix design consisting of cement, fly ash, and ground granulated blast-furnace slag may be used only when specified by the Department. For Class PP concrete, fly ash may be used according to Article 1020.04.

Fly ash and all other materials proposed for portland cement concrete mix designs shall be furnished to the Engineer at least 60 days prior to the initiation of work. The Engineer may elect to waive the required mix designs if the proposed materials combination has been previously approved and has demonstrated satisfactory field performance.

If Class F fly ash is used, the amount of cement replaced shall not exceed 15 percent by mass (weight), and the replacement ratio (fly ash:cement replaced) shall be a minimum of 1.5:1.

If Class C fly ash is used, the amount of cement replaced shall not exceed 20 percent by mass (weight), at a minimum replacement ratio of 1.25:1. For Class C fly ash, the minimum replacement ratio may be reduced to 1:1, if the fly ash calcium oxide is 18% or greater, the fly ash loss on ignition is less than 2.0%, and a water-reducing or high range water-reducing admixture is used.

For Class PP concrete, the cement replacement with fly ash shall be according to Article 1020.04.

For bridge decks, parapets, pier and abutment caps, backwalls, wingwalls and upper 750 mm (2.5 ft.) of solid piers, the amount of cement replaced shall not exceed 15 percent by mass (weight) at a minimum replacement ratio of 1.5:1, regardless of the type of fly ash used.

Measurements of fly ash and cement shall be rounded up to the nearest 2.4 kg (5 lbs.).

Mix design strength requirements for fly ash compensated mixes shall be according to Article 1020.04.

Requirements for opening the pavement and/or structures to traffic and removal of falsework shall be according to Articles 701.05 and 503.05, except a minimum of 28 days from time of placement shall elapse in the absence of strength tests.

Except for Class PP concrete, fly ash shall not be used in concrete mixtures when the air temperature is below 4° C (40° F), without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to reduce the quantity of fly ash, increase the cement, or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

Fly ash with an R factor greater than 3.0 shall not be used in concrete which will be subjected to high sulfate concentrations in soil or water. High sulfate soils shall be those with concentrations of water soluble sulfate (as SO₄) greater than 0.10 percent, and high sulfate waters shall be those with sulfate concentrations (as SO₄) greater than 150 mg/L.

80033

GRADATION FOR FINE AND COARSE AGGREGATES

Effective: April 1, 2001
Revised: January 1, 2002

Add the following note to the tables titled "Fine Aggregate Gradations" in Article 1003.01(c) of the Standard Specifications:

"6/ Any aggregate produced under the Department's current Policy Memorandum, 'Aggregate Gradation Control System (AGCS)', shall meet the gradation requirements set under the AGCS program."

Add the following note to the tables titled "Coarse Aggregate Gradations" in Article 1004.01(c) of the Standard Specifications:

"9/ Any aggregate produced under the Department's current Policy Memorandum, 'Aggregate Gradation Control System (AGCS)', shall meet the gradation requirements set under the AGCS program."

80047

DRIVING GUARDRAIL POSTS (BDE)

Effective: April 1, 1998

Add the following to the end of Article 630.06 of the Standard Specifications:

"When steel posts are used and the foreslopes are 1:3 or flatter, the Contractor may drive the posts with a vibratory hammer through the bituminous stabilization provided the posts are protected by a suitable driving cap. If disturbance and or damaged of the shoulder or slope occurs, the driving shall be discontinued and the posts shall be driven through holes cored in the shoulder."

43761

CONCRETE MIX DESIGN CRITERIA (BDE)

Effective: August 1, 2001

Revise Table 1(Metric) of Article 1020.04 of the Standard Specifications as follows:

The "Min. Cement Factor kg/cu m" for Class SH concrete shall be 335(1)/360(2).

The "Max. Water/Cement Ratio kg/kg" for Class MS, SI, RR, SC, and SH concrete shall be 0.48 and for Class PV concrete shall be 0.42.

Revise Table 1(English) of Article 1020.04 of the Standard Specifications as follows:

The "Min. Cement Factor cwt/cu yd" for Class SH concrete shall be 5.65(1)/6.05(2).

The "Max. Water/Cement Ratio lb/lb" for Class MS, SI, RR, SC, and SH concrete shall be 0.48 and for Class PV concrete shall be 0.42.

Revise the last sentence of paragraph five of Article 1020.05(b) to read:

"A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted."

Revise the first sentence of paragraph four of Article 1021.03(c) to read:

"For Class MS, SI, RR, SC, and SH concrete, the water/cement ratio shall not exceed 0.44.

EPOXY PAVEMENT MARKING (BDE)

Effective: January 1, 2001

Revised: January 1, 2002

Revise Article 1095.04(m) to read:

"(m) The glass beads meet the requirements of Article 1095.07 and the following:

- (1) The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements.

Sieve Size	U.S. Standard Sieve Number	% Passing (By Weight)
1.70 mm	12	95-100
1.40 mm	14	75-95
1.18 mm	16	10-47
1.00 mm	18	0-7
850 µm	20	0-5

- (2) The second drop glass beads shall be Type B."

ERRATA FOR THE 2002 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2002

- Page vi Change "SECTION 501. BITUMINOUS TREATED EARTH SURFACE..." to "SECTION 501. REMOVAL OF EXISTING STRUCTURES...".
- Page x Add the heading "**LIGHTING**" prior to the heading "**WIRE AND CABLE**".
- Page xi Change "SECTION 830. METAL POLES..." to "SECTION 830. LIGHT POLES...".
- Add the heading "**TRAFFIC SIGNALS**" prior to the heading "**SIGNAL MAINTENANCE**".
- Page 34 Article 107.22(b). In the fifth line of the first paragraph change "Illinois Department of Conservation" to "Illinois Department of Natural Resources".
- Page 35 Article 107.22(c). In the seventh line of the first paragraph change "Illinois Department of Conservation" to "Illinois Department of Natural Resources".
- Article 107.22(c)(2). In the first line of the second paragraph change "Department of Conservation" to "Department of Natural Resources".
- Page 46 Article 108.04. In the fourth line of the first paragraph change "40 days" to "ten days".
- Page 140 Article 301.05. In the second line of the first paragraph change "Type 8" to "Type B".
- Page 144 Article 302.08. In the first sentence of the second paragraph change "not than" to "not less than".
- Page 185 Article 353.07. Change "420.10(g)" to "420.10(f)".
- Page 246 Article 406.23. In the fifth and sixteenth lines of the fifth paragraph change "1102.01(a)(13)" to "1102.01(a)(9)".
- Page 257 Article 420.02. Delete "(g) Preformed Elastomeric Compression Joint Seals for Concrete.....1053.01".
- Page 380 Article 504.06(c)(6). In the second and sixth lines of the fifth paragraph change "4 °C (40 °F)" to "22 °C (40 °F)".
- Page 425 Article 506.04(d). In the first line of the first paragraph change "wither" to "either".
- Page 635 Article 701.03. Revise the first paragraph to read: "**Equipment.** Equipment shall be according to the following articles of Section 1100 – Equipment:".
- Page 650 Article 701.06(g). Delete the second paragraph.

- Page 652 Article 701.08(a). In the seventh line of the first paragraph change "401411" to "701411".
- Page 661 Article 703.04. In the eighth line of the first paragraph change "four degrees" to "45 degrees".
- Page 728 Article 816.03(a). Revise the first sentence of the first paragraph to read, "The unit duct shall be installed according to the NEC, directly from the reels on which the unit duct was shipped, in continuous spans from terminal to terminal without splicing the duct or cables."
- Page 730 Article 817.03. Revise the third sentence of the sixth paragraph to read, "The cable shall be installed in continuous spans between terminal points and splicing will only be permitted in pole handholes or junction boxes on bridge structures above grade."
- Page 734 Article 821.07. Revise the third paragraph to read, "The mounting shall provide the correct position of the luminaire as recommended by the manufacturer and shall be able to withstand assigned loading according to AASHTO. The sign lighting installation shall include all aluminum conduit, fittings, attachment hardware, cable and a disconnect switch with a lockable exterior handle mounted within reach from the walkway".
- Page 738 Change "**SECTION 830. METAL POLES**" to " **SECTION 830. LIGHT POLES**".
- Page 745 Article 837.03(b). In the fourth line of the first paragraph change "503.07(a)" to "503.07".
- Page 799 Article 1004.01(c). In notes 4/, 5/, and 6/, replace the four occurrences of " " with "±".
- Page 822 Article 1006.27(b). In the first line of the second paragraph change "ASTM F 669" to "ASTM F 1043".
- Page 847 Article 1009.05. Delete the last sentence of the first paragraph.
- Page 865 Article 1020.04. In the Class SI Concrete section of Table 1 add "Pile Encasement...512".
- Page 934 Article 1067.01(a)(5)b. Revise the fifth sentence of the third paragraph to read, "Proper ignition shall be provided over a range of -15 percent to +5 percent of rated voltage."
- Page 945 Article 1067.07(f)(2)e. In the fourth line of the first paragraph change "3,300 volts" to "600 V".
- Page 972 Article 1069.01(e)(4). Revise the second sentence of the first paragraph to read, "Poles shall have a single piece shaft with a 250 mm (10 in.) minimum outside bottom diameter at groundline, tapering to a 130 mm (5 in.) minimum outside top diameter."

Page 988 Article 1070.01. In the chart after the first paragraph, change the references for both Helix Screw and Pilot Point from "ASTM A635" and "ASTM A575", respectively, to "AASHTO M 270M, Grade 250 (M270, Grade 36)".

Article 1070.02. Delete the second sentence of the first paragraph

Article 1070.02. Revise the first sentence of the second paragraph to read, "Nuts, washers and the entire length of the anchor rods shall be galvanized according to Article 1006.09."

Page 1020 Article 1079.02. Change second subparagraph "(b)" to "(c)".

Page 1048 Article 1086.01(a)(7). Add the following to the end of the first paragraph, "Where installed in a heavy salt spray environment, the enclosure shall be stainless steel."

80060

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

80055

GROUND GRANULATED BLAST-FURNACE SLAG IN PORTLAND CEMENT CONCRETE (BDE)

Effective: April 1, 1995
Revised: January 1, 2002

Add the following to Article 1020.05 of the Standard Specifications:

- "(k) Ground Granulated Blast-Furnace Slag. At the Contractor's option, GGBF slag may partially replace portland cement in concrete mixtures, for Class BD, PV, MS, SI, SC and SH, except when blended cements are used. A mix design consisting of cement, GGBF slag, and fly ash may be used only when specified by the Department. For Class PP concrete, GGBF slag may be used according to Article 1020.04.

GGBF slag and all other materials proposed for portland cement concrete mix designs shall be furnished to the Engineer at least 60 days prior to the initiation of work. The Engineer may elect to waive the required mix designs if the proposed materials combination has been previously approved and has demonstrated satisfactory field performance.

The amount of cement replaced by GGBF slag shall not exceed 25 percent by mass (weight). The replacement ratio (GGBF slag:cement replaced) shall be a minimum of 1 to 1 for Grade 100 and 120. Measurements of GGBF slag and cement shall be rounded up to the nearest 2.5 kg (5 lb).

Mix design strength requirements for GGBF slag compensated mixes shall be according to Article 1020.04.

Requirements for opening the pavement and/or structures to traffic and removal of falsework shall be according to Articles 701.05 and 503.04 respectively, except a minimum of 28 days from time of placement shall elapse in the absence of strength tests.

Except for Class PP concrete, GGBF slag shall not be used in concrete mixtures when the air temperature is below 4 °C (40 °F) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to reduce the quantity of GGBF slag, increase the cement, or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b)."

80034

NON-CLASS I SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2001

Revised: March 1, 2001

Description. This work shall consist of constructing a Bituminous Aggregate Mixture according to Articles 312.01 – 312.11 of the Standard Specifications, a Bituminous Base Course according to Section 355 of the Standard Specifications or Bituminous Concrete Base Course Widening according to Section 356 of the Standard Specifications and the Recurring Special Provision, “Quality Control/Quality Assurance of Bituminous Concrete Mixtures” except as modified herein.

Materials.

	BAM	BBC/BBCW
Coarse Aggregate	Article 312.03 (a)	Article 355.02 (a)
Fine Aggregate	Article 312.03, Note 1	Article 355.02 (b)
Mineral Filler	----	Article 355.02 (c)
RAP Material	Article 312.03 (b)	Article 355.02 (d)
Bituminous Materials	Unless otherwise specified on the plans, PG 58-22. If the Contractor uses more than 15% RAP, a softer PG binder may be required, as determined by the Engineer.	

Mixture Criteria.

(a) Add the following to the Mixture Requirements:

	BAM	BBC
#200:AC% ratio	1.4	1.4

Design Volumetric Requirements:

	Design Compactive Effort	Design Air Voids (%)
BAM	N _{DES} = 30	2.0%
BCC	N _{DES} = 50	2.0%

Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for STABILIZED SUBBASE, BITUMINOUS BASE COURSE SUPERPAVE, or BITUMINOUS CONCRETE BASE COURSE WIDENING SUPERPAVE of the thickness specified.

80035

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a contractor receives any payment from the Department, the contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As partial payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the partial payment to the Contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within 15 calendar days after the subcontractor's work has been satisfactorily completed.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

PRECAST CONCRETE (BDE)

Effective: July 1, 1999

Revised: January 1, 2002

Description. This special provision identifies non-prestressed, precast concrete products which shall be produced according to the Department's current, "Quality Control/Quality Assurance Program for Precast Concrete Products".

Products. The list of products is as follows:

Product Class	Precast Item
Box Culvert	Precast Concrete Box Culverts
Pipe	Reinforced Concrete Culvert, Storm Drain and Sewer Pipe
	Concrete Sewer, Storm Drain and Culvert Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
	Concrete Drain Tile
	Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe
	Concrete Headwall for Pipe Drains
	Precast Reinforced Concrete Flared End Sections and Elliptical Flared End Sections
	Precast Reinforced Concrete Pipe Elbows, Tees and Collars
Structure	Precast Concrete Members
Block/Brick	Erosion Control: Concrete Block Riprap, Block Revetment Mat, and Articulated Block Mat
	Concrete Building Brick
	Concrete Masonry Units
Drainage Structure	Precast Reinforced Concrete Catch Basins, Manholes, Inlets, Miscellaneous Structures, Valve Vaults and Flat Slab Tops/Bottoms
Barrier	Concrete Barrier
	Temporary Concrete Barrier
Miscellaneous	Right of Way, Drainage, Section and Permanent Survey Markers, Bumper Blocks, Junction Boxes, and Handholes

For precast concrete products which are constructed according to AASHTO M 86, M 170, M 178, M 199, M 206, M 207, M 259, or M 273; portland or blended hydraulic cement shall be according to Article 1001.01 of the Standard Specifications, except the pozzolan constituent in the Type IP or Type I(PM) cement shall be fly ash. In addition, the minimum or maximum combination of a portland cement and a cementitious material shall be according to the AASHTO M specification. The cementitious material shall be according to Articles 1010.01, 1010.03, 1014.01, 1014.02, 1015.01, 1015.02, 1016.01 and 1016.02.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract. Products produced on or after July 1, 1999, will be accepted only if produced according to the Department's current "Quality Control/Quality Assurance Program for Precast Concrete Products".

QUALITY CONTROL/QUALITY ASSURANCE OF BITUMINOUS CONCRETE MIXTURES

Effective: January 1, 2000

Revised: January 1, 2002

Description. This special provision establishes and describes the quality control responsibilities of the Contractor in producing and constructing bituminous concrete mixtures and defines the quality assurance and acceptance responsibilities of the Engineer for Quality Management Projects.

The Contractor, by application for and receipt of prequalification, by submission of a bid, and, if awarded the contract, by execution of the Contract containing this special provision, certifies that he/she: fully and thoroughly understands all aspects and requirements of this special provision; possesses the latest edition of and thoroughly understands all aspects and requirements of the procedures, manuals, and documents referred to and incorporated by reference in this special provision; and waives and releases any and all claims of misunderstanding or lack of knowledge of the same. Furthermore, the Contractor understands and agrees that compliance with the requirements of this special provision and of the Annual Quality Control Plan and job-specific Quality Control Addenda approved by the Engineer is an essential element of the Contract. Failure to comply with these requirements can result in one or more of the following: a major breach of this contract and default thereof, a loss of prequalification, and a suspension of the Contractor from bidding.

Bituminous concrete mixtures shall be produced and constructed according to the appropriate Section of the Standard Specifications and the following.

The following is a listing of bituminous concrete quality control/quality assurance documents:

- (a) Model Annual Quality Control (QC) Plan for Hot-Mix Asphalt (HMA) Production
- (b) Model Quality Control (QC) Addenda for Hot-Mix Asphalt (HMA) Production
- (c) Bituminous Concrete QC/QA Laboratory Equipment
- (d) Illinois Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method
- (e) Standard Test Method for Correlating Nuclear Gauge Densities with Core Densities
- (f) Bituminous Concrete QC/QA Start-Up Procedures
- (g) Bituminous Concrete QC/QA QC Personnel Responsibilities and Duties Checklist
- (h) Bituminous Concrete QC/QA Initial Daily Plant and Random Samples
- (i) Determination of Random Density Test Site Locations
- (j) Bituminous Concrete QC/QA Control Charts/Rounding Test Values
- (k) Bituminous Mixture Design Verification Procedure
- (l) Development of Gradation Bands on Incoming Aggregate at Mix Plants
- (m) Procedure for Asphalt Content of Bituminous Concrete Mixtures by the Nuclear Method (Modified AASHTO T 287-90)

Materials.

- (a) Class I Bituminous Concrete Mixtures. All aggregates shall be produced according to the Department's "Aggregate Gradation Control System". Gradations other than those specified in Sections 1003 and 1004 of the Standard Specifications produced according to the Department's "Aggregate Gradation Control System" may be used for Class I Types 1, 2, and 3 mixtures.

- (b) Non-Class I Bituminous Concrete Mixtures. Materials shall be according to the Standard Specifications for each mixture listed:

Mix Type	Article
Shoulder	482.02
Class B (Plant Mix)	405.02
Base Course	355.02
Base Course Widening	356.02
Bituminous Aggregate Mixture	312.03

If the Contractor receives approval to use a Class I mixture where not required by the contract, either Quality Control program may be used at the Contractor's option.

Equipment. The Contractor may utilize innovative equipment or techniques according to Section 1100 of the Standard Specifications.

- (a) Laboratory. The Contractor shall provide a laboratory, at the plant, approved annually by the Engineer. Any other laboratory location will require approval by the Engineer. The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's quality control testing. The Contractor is referred to the Department's "Model Annual Quality Control Plan for Hot-Mix Asphalt (HMA) Production" for detailed information on the required laboratories. The required laboratory equipment for production and mix design is listed in the Department's "Bituminous Concrete QC/QA Laboratory Equipment."

The laboratory and equipment furnished by the Contractor shall be properly maintained. The Contractor shall maintain a record of calibration results at the laboratory. The Engineer may inspect measuring and testing devices at any time to confirm both calibration and condition. If the Engineer determines the equipment is not within the limits of dimensions or calibration described in the appropriate test method, the Engineer may stop production until corrective action is taken. If laboratory equipment becomes inoperable, the Contractor shall cease mix production.

- (b) Plant Requirements. The Contractor shall provide documentation that the bituminous plants have been calibrated and approved. The Engineer or his/her representative will witness the calibration. This information shall be documented on the appropriate forms and be submitted to the Engineer before any bituminous mix production begins.

Quality Control Plan and Addenda. The approved Annual QC Plan and QC Addenda shall become part of the contract between the Department and the Contractor but shall not be construed, in itself, as acceptance of any bituminous mixture produced. Failure to execute the contract according to the approved Annual QC Plan and QC Addenda will result in suspension of bituminous mix production or other appropriate actions as directed by the Engineer.

The Contractor shall submit in writing to the Engineer a proposed Annual Quality Control (QC) Plan for each bituminous concrete plant for approval before each construction season. Job-specific QC Addenda to the Annual QC Plan must be submitted in writing to the Engineer for approval before the pre-construction conference. The Annual QC Plan and the QC Addenda shall address all elements involved in the production and quality control of the bituminous mixtures incorporated in the project. The proposed QC Plan shall be the Department's "Model

Annual Quality Control Plan for Hot-Mix Asphalt (HMA) Production", and the QC Addenda shall be the Department's "Model Quality Control Addendum for Hot-Mix Asphalt (HMA) Production".

The Contractor may propose revisions to portions of the Department's Annual QC Plan and QC Addenda. Revisions require proper justification be provided to the Department by the Contractor to ensure product quality. Any revision in the Annual QC Plan or QC Addenda must be approved in writing by the Engineer.

Construction of bituminous items subject to the Contractor's quality control shall not begin without approval of the Annual QC Plan and QC Addenda by the Engineer.

The Contractor will be notified in writing upon approval of the Annual QC Plan and QC Addenda by the Engineer.

The Annual QC Plan and QC Addenda may be amended during the progress of the work, by either party, subject to mutual agreement. Revisions require proper justification be provided to the Department to ensure product quality. The Contractor will be notified in writing by the Engineer upon approval of any amendments to the Annual QC Plan and/or QC Addenda.

Mix Design Requirements. The Contractor shall provide mix designs for each type of required mixture. The mixture design shall be performed and documented according to the Department's current Bituminous Concrete Level III Technician Course manual entitled "Bituminous Mixture Design Procedure". Each specific mixture design shall be submitted to and verified by the Department as detailed in the Department's current "Bituminous Mixture Design Verification Procedure."

- (a) Class I Bituminous Concrete Mixtures. The mixture shall be designed according to the criteria stated in Article 406.13 of the Standard Specifications and the contract.
- (b) Non-Class I Bituminous Concrete Mixtures. The 50-blow Marshall mixture design criteria listed below shall apply.

Mix Type	Minimum Stability kN (lb)	Maximum Flow 0.25 mm (0.01 in.)	Air Voids (%)
Shoulder	6.6 (1500)	19	2 ± 1
Class B (Plant Mix)	6.6 (1500)	19	3 ± 1
Base Course	6.6 (1500)	19	3 ± 1
Base Course Widening	6.6 (1500)	19	3 ± 1
Bituminous Aggregate Mixture	6.6 (1500)	19	3 ± 1

Specific mixture designs may be assigned to more than one project or plant and may be used from one construction season to the next provided the designs are resubmitted for verification according to the Department's "Bituminous Mixture Design Verification Procedure". In no case shall aggregates from a different source be substituted in a specific mixture design without complete redesign of the mixture.

The mix design shall be developed, performed, and tested by qualified personnel in a mix design laboratory approved by the Department, using the Department's current Level III

procedure. For personnel requirements, see the section in this provision entitled, "Quality Control by Contractor".

Start Of Mix Production And Job Mix Formula (JMF) Adjustments. The job mix formula (mix design) represents the aggregate grading and asphalt content that produce the desired mix criteria in the laboratory.

- (a) Class I Bituminous Concrete Mixtures. During the mixture start-up the Contractor shall follow the Department's "Bituminous Concrete QC/QA Start-Up Procedures". Article 406.15(b) of the Standard Specifications shall not apply.

At the start of mix production, QC/QA mixture start-up will be required for the following situations: at the beginning of production of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix.

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control mix production. Plant settings and control charts shall be set according to target values.

In the field, slight adjustments to the JMF or minor changes in cold-feed/hot-bin blends may be necessary to obtain the desired air voids, density, uniformity, and constructibility. After any JMF adjustment, the JMF shall become the adjusted job mix formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the bituminous mixture placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

Any adjustments outside the above limitations will require a new mix design. The limitations between the JMF and AJMF are as follows:

Parameter	Adjustment
12.5 mm (1/2 in.)	± 5.0%
4.75 mm (No. 4)	± 4.0%
2.36 mm (No. 8)	± 3.0%
600 µm (No. 30)	*
75 µm (No. 200)	*
Asphalt Content	± 0.3%

*In no case shall the target for the amount passing be greater than the JMF.

After an acceptable test strip, including required plant tests, production of mix shall be restarted the same day, and an acceptable rolling pattern shall be established in the first 180 metric tons (200 tons) of mix produced. Paving may continue for the remainder of the day. After an acceptable rolling pattern has been established, it shall not be changed unless approved by the Engineer.

If a mixture start-up is not required, an acceptable rolling pattern shall be developed during the first 275 metric tons (300 tons) of each mixture produced.

A nuclear/core correlation, if required by the Engineer, shall follow the Department's "Standard Test Method for Correlating Nuclear Gauge Densities with Core Densities" and shall be performed by the Contractor during the first production day.

Regardless which QC procedures are used during start of mix production, the next day's production shall not resume until all test results, including an acceptable nuclear/core correlation, are available and an AJMF is agreed upon by the Contractor and Engineer.

- (b) Non-Class I Bituminous Concrete Mixtures. In the field, slight adjustments to the gradation and/or asphalt content may be necessary to obtain the desired air voids, density, uniformity, and constructibility. These adjustments define the adjusted job mix formula (AJMF) and become the target values for quality control operations. Limitations between the JMF and AJMF are as follows. Any adjustments outside the limitations will require a new mix design.

Parameter	Adjustment
12.5 mm (1/2 in.)	± 6%
4.75 mm (No. 4)	± 5%
75 µm (No. 200)	± 2.5%
Asphalt Content	± 0.5%

Production is not required to stop after a growth curve has been constructed provided the test results are available to both the Contractor and Engineer before the following day's production.

During production the Contractor and Engineer shall continue to evaluate test results and mixture laydown and compaction performance. Adjustments within the above requirements may be necessary to obtain the desired mixture properties. If an adjustment/plant change is made, the Engineer may request additional growth curves and supporting plant tests.

Quality Control by Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Control includes the recognition of obvious defects and their immediate correction. This may require increased testing, communication of test results to the plant or the job site, modification of operations, suspension of bituminous mix production, rejection of material, or other actions as appropriate.

The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported to the Engineer no later than the start of the next work day.

- (a) Personnel. The Contractor shall provide a Quality Control (QC) Manager who shall have overall responsibility and authority for quality control. This individual shall have successfully completed the Department's Bituminous Concrete Level II Technician Course, "Bituminous Concrete Proportioning and Mixture Evaluation".

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel who have successfully completed the Department's Bituminous Concrete Level III Course, "Bituminous Mixture Design Procedure". All technicians who shall be performing mix design testing and plant sampling/testing shall have successfully completed the Department's Bituminous Concrete Level I Technician Course, "Bituminous Concrete Testing". The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Bituminous Concrete Level II Technician. The Contractor shall provide a Bituminous Concrete Density Tester who has successfully completed the Department's "Bituminous Concrete Nuclear Density Testing Course" to run all required density tests on the job site.

All quality control personnel shall perform the required quality control duties. The Contractor is referred to the Department's "QC Personnel Responsibilities and Duties Checklist" for a description of personnel qualifications and duties. Testing shall be conducted to control the production of the bituminous mixture.

- (b) Plant Tests. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated:

Parameter	Frequency of Tests Class I Mixtures	Frequency of Tests Non-Class I Mixtures	Test Method
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold- feeds or combined belt-feed for drier- drum plants. % passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 µm (No. 30), 75 µm (No. 200)	1 dry gradation per half day of production. Every third test shall be a washed ignition oven (or extraction) test on the mix, to be plotted on the control charts for the purposes of monitoring dust control.	1 dry gradation per day of production. The first day of production requires the initial test to be washed; every eighth test thereafter shall be washed. % passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4) 75 µm (No. 200)	Illinois Procedure (See Manual of Test Procedures for Materials).
Asphalt Content by Nuclear Gauge (or Ignition Oven if approved by the Engineer)	1 per half day of production	1 per day	Illinois Modified AASHTO T 287 (Illinois Modified AASHTO TP308)
Air Voids Bulk Specific Gravity Maximum Specific Gravity of Mixture	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day 1 per day	Illinois Modified AASHTO T 166 Illinois Modified AASHTO T 209

Article 406.10 of the Standard Specifications shall not apply except the ratio of minus 75 μ m (minus No. 200) material to asphalt content during production shall not be less than 0.6 nor more than 1.2.

Contractor testing of all plant test samples shall be complete within 3 1/2 hours of sampling.

The Contractor may apply the following for small tonnage of mixture: Combined belt/hot-bin analysis, voids, and asphalt content tests may not be required on a specific mixture if the day's production is less than 225 metric tons (250 tons) per mix. A minimum of one set of plant tests for each mix shall be performed for each five consecutive production-day period when the accumulated tonnage produced in that period exceeds 450 metric tons (500 tons). A Bituminous Concrete Level II Technician shall oversee all quality control operations. If the required tonnage of any mixture for a single pay item is less than 225 metric tons (250 tons) in total, the Contractor shall state his/her intentions of waiving the "Required Plant Tests" in the QC Addenda. The mixture shall be produced using a mix design that has been verified as specified and validated by the Department's recent acceptable field test data. A Bituminous Concrete Level II Technician shall oversee all quality control operations for the mixture.

1L (1 qt) samples of each asphalt cement (AC) type used shall be taken by the Contractor and will be witnessed by the Engineer. The minimum sampling frequency shall be twice a month. Asphalt cement sample containers will be furnished by the Department. The Engineer will submit the properly identified AC samples to the Bureau of Materials and Physical Research for testing.

For bituminous mixture sampling the Contractor shall obtain required plant samples as directed in the Department's "Bituminous Concrete QC/QA Initial Daily Plant and Random Samples". The Contractor shall split all required samples and identify the split samples per the Engineer's instructions. These split samples shall be retained by the Contractor for assurance testing by the Engineer and be disposed of only with the permission of the Engineer. The split samples shall be stored in a dry, protected location.

The Contractor shall, when necessary, take and test additional samples (designated "check" samples) at the plant during mix production. These samples in no way replace the required plant samples described above. Check samples shall be tested only for the parameters deemed necessary by the Contractor. Check sample test results shall be noted in the Plant Diary and shall not be plotted on the control charts. The Contractor shall detail the situations in which check samples will be taken in his/her Annual QC Plan.

- (c) Required Field Tests. The Contractor shall control the compaction process by testing the mix density at random locations as determined according to the Department's current "Determination of Random Density Test Site Locations" and recording the results on forms approved by the Engineer. The Contractor shall follow the density testing procedures detailed in the Department's "Illinois Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method".

(1) Class I Bituminous Concrete Mixtures.

The Contractor shall be responsible for establishing the correlation to convert nuclear density results to core densities according to the Department's "Standard Test Method for Correlating Nuclear Gauge Densities with Core Densities". The Engineer may require a new nuclear/core correlation if the Contractor's gauge is recalibrated during the project.

If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the Department's "Determination of Random Density Test Site Locations". Three cores shall be taken at equal distances across the test site. These cores shall be averaged to provide a single test site result. Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.

For Class I Types 1, 2 and 3 mixtures, quality control density tests shall be performed at randomly selected locations within 800 m (1/2 mile) intervals and for each lift of 75 mm (3 in.) or less in thickness. For lifts in excess of 75 mm (3 in.) in thickness, a test shall be performed within 400 m (1/4 mile) intervals. Testing of lifts equal to or greater than 150 mm (6 in.) compacted thickness shall be performed in the direct transmission mode according to the Department's "Illinois Modified ASTM D 2950, Standard Test Method for Determination of Density of Bituminous Concrete In-Place by Nuclear Method". Density testing shall be accomplished intermittently throughout the day. In no case shall more than one half day's production be completed without performing density testing.

Density tests shall be performed each day on patches located nearest the randomly selected location. The daily testing frequency shall be a minimum of two density tests per mix. Density testing shall be accomplished intermittently throughout the day. In no case shall more than one half day's production be completed without performing density testing.

(2) Non-Class I Bituminous Concrete Mixtures.

The Contractor shall perform a growth curve at the beginning of placement of each type of mix and each lift. The growth curve shall be constructed and evaluated according to the following procedure:

The growth curve for each type of mix and each lift shall be performed within the first 180 metric tons (200 tons). If an adjustment is made to the specific mix design, the Engineer reserves the right to request an additional growth curve and supporting tests at the Contractor's expense.

Compaction of the growth curve shall commence immediately after the course is placed and at a temperature of not less than 140 °C (280 °F). The growth curve, consisting of a plot of kg/cu m (lb/cu ft) vs. number of passes with the project breakdown roller, shall be developed. This curve shall be established by use of a nuclear gauge. Tests shall be taken after each pass until the highest kg/cu m (lb/cu ft) is obtained. This value shall be the target density provided the Marshall air voids are within acceptable limits. If Marshall air voids are not within the specified limits, corrective action shall be taken, and a new target density shall be established.

A new growth curve is required if the breakdown roller used on the growth curve is replaced with a new roller during production.

The target density shall apply only to the specific gauge used. If additional gauges are to be used to determine density specification compliance, the Contractor shall establish a unique minimum allowable target density from the growth curve location for each gauge. The Department will establish a target density for its Quality Assurance nuclear gauge from the growth curve location.

All lifts shall be compacted to an average density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve. The average density shall be based on tests representing one day's production.

Quality Control density tests shall be performed at randomly selected locations within 800 m (1/2 mile) intervals per lift per lane. In no case shall more than one half day's production be completed without density testing being performed.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation shall stop as directed by the Engineer.

- (d) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits:

Control Limits			
Parameter	Class I Individual Test	Class I Moving Avg. of 4	Non-Class I Individual Test
% Passing:			
12.5 mm (1/2 in.)	± 6%	± 4%	± 15%
4.75 mm (No. 4)	± 5%	± 4%	± 10%
2.36 mm (No. 8)	± 5%	± 3%	
600 µm (No. 30)	± 4%	± 2.5%	
75 µm (No. 200)	± 1.5%	± 1.0%	± 2.5%
Total Dust Content 75 µm (No. 200) ¹	± 1.5%	± 1.0%	± 2.5%
Asphalt Content	± 0.3%	± 0.2%	± 0.5
Voids:			
Class I Type 1	± 1.2%	± 1.0%	
Class I Type 2	± 1.2%	± 1.0%	
Class I Type 3	± 1.2%	± 1.0%	
Non-Class I - Shoulders			2% ± 1%
Non-Class I - Others			3% ± 1%
Density:			
Class I Type 1	92.0 - 96.0%		
Class I Type 2	93 - 97%		

Class I Type 3	93 - 97%		
Non-Class I			Average 95-102% Target

Note 1. Based on washed ignition oven

- (e) Control Charts. Standardized control charts shall be maintained by the Contractor at the field laboratory. The control charts shall be displayed and be accessible at the field laboratory at all times for review by the Engineer.

Individual required test results obtained by the Contractor shall be recorded on the control chart immediately upon completion of a test, but no later than 24 hours after sampling. Only the required plant tests and resamples shall be recorded on the control chart. Any additional testing of check samples may be used for controlling the Contractor's processes, but shall be documented in the plant diary.

The results of assurance tests performed by the Engineer will be posted as soon as available.

The following parameters shall be recorded on standardized control charts as described in the Department's "Bituminous Concrete QC/QA Control Charts/Rounding Test Values".

Control limits for each required parameter, both individual tests and the average of four tests, shall be exhibited on control charts. Test results shall be posted within the time limits previously outlined.

CONTROL CHART REQUIREMENTS	CLASS I MIXES	NON-CLASS I MIXES
Combined Gradation of Hot-Bin or Belt Aggregate Samples	% Passing Sieves: 12.5 mm (1/2 in.) 4.75 mm (No. 4) 2.36 mm (No. 8) 600 µm (No. 30) 75 µm (No. 200)	% Passing Sieves: 12.5 mm (1/2 in.) 4.75 mm (No. 4) 75 µm (No. 200)
Total Dust Content of Washed Ignition Oven Or Extraction ¹	75 µm (No. 200)	75 µm (No. 200)
	Asphalt Content	Asphalt Content
	Bulk Specific Gravity	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture	Maximum Specific Gravity of Mixture
	Voids	Voids
	Density	Density

Note 1. Based on washed ignition oven

- (f) Corrective Action for Required Plant Tests

- (1) Individual Test Results. When an individual test result exceeds its control limit, the Contractor shall immediately resample and retest. If at the end of the day no material remains from which to resample, the first sample taken the following day shall serve as the resample as well as the first sample of the day. This result shall be recorded as a retest. If the retest passes, the Contractor may continue the required plant test frequency. Additional check samples should be taken to verify mix compliance.

a. Voids and Asphalt Content.

1. Class I Bituminous Concrete Mixtures. If the retest for voids or asphalt content exceeds control limits, mix production shall cease and immediate corrective action shall be instituted by the Contractor. After corrective action, mix production shall be restarted, the mix production shall be stabilized, and the Contractor shall immediately resample and retest. Mix production may continue when approved by the Engineer. The corrective action shall be documented.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes an investigation identifying the problems causing failing test results.

2. Non-Class I Bituminous Concrete Mixtures. If the retest for voids or asphalt content exceeds control limits, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.

If corrective action has been initiated and the second resample fails, the Contractor shall cease operations. Failure to cease production shall subject all subsequently produced materials to be considered unacceptable.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes an investigation identifying the problems causing failing test results.

- b. Combined Aggregate/Hot-Bin. For combined aggregate/hot-bin retest failures, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.

- (2) Moving Average. When the moving average values trend toward the moving average control limits, the Contractor shall take corrective action and increase the sampling and testing frequency. The corrective action shall be documented.

The Contractor shall notify the Engineer whenever the moving average values exceed the moving average control limits. If two consecutive moving average values fall outside the moving average control limits, the Contractor shall cease operations. Corrective action shall be immediately instituted by the Contractor. Operations shall not be reinstated without the approval of the Engineer. Failure to cease operations shall subject all subsequently produced material to be considered unacceptable.

- (3) Dust Control. If the washed ignition oven (for extraction) test results indicate a problem with controlling dust, corrective action to control the dust shall be taken and

approved by the Engineer. If the Engineer determines that Positive Dust Control Equipment is necessary, as outlined in the Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot Mix Bituminous Plants and Equipment", the equipment shall be installed prior to the next construction season.

- (4) Mix Production Control. If the Contractor is not controlling the production process and is making no effort to take corrective action, the operation shall stop.

(g) Corrective Action for Required Field Tests (Density). When an individual density test exceeds the control limits, the Contractor shall immediately retest in a location that is halfway between the failed test site and the finish roller. If the retest passes, the Contractor shall continue the normal density test frequency. An additional density check test should be performed to verify the mix compaction.

If the retest fails, the Contractor shall immediately conduct one of the following procedures:

- (1) Low Density. If the failing density retest indicates low densities, the Contractor shall immediately increase the compaction effort, review all mixture test results representing the mix being produced, and make corrective action as needed. The Contractor shall immediately perform a second density retest within the area representing the increased compaction effort and mixture adjustments.
- (2) High Density. If the failing density retest indicates high densities, the Contractor shall cease production and placement until all mixture test results are reviewed and corrective action is taken. If the high density failure is a result of a change in the mixture, any existing material in the surge bin may be subject to rejection by the Engineer. After restart of mix production, a second density retest shall then be performed in the area representing the mixture adjustments.

If the second retest from either procedure passes, production and placement of the mix may continue. The increased compaction effort for low density failures shall not be reduced to that originally being used unless it is determined by investigation that the cause of the low density was unrelated to compaction effort, the cause was corrected, and tests show the corrective action has increased the density within the required limits.

If the second retest fails, production and placement of the mix shall cease until the Contractor has completed an investigation and the problem(s) causing the failing densities has/have been determined. If the Contractor's corrective action is approved by the Engineer, production and placement of the mix may then be resumed. The Contractor shall increase the frequency of density testing to show, to the satisfaction of the Engineer, that the corrective action taken has corrected the density problem.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation, as directed by the Engineer, shall stop.

Quality Assurance By The Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing. In addition, the Engineer will witness the sampling and splitting of these samples a minimum of twice a month and will immediately retain the samples for quality assurance testing.

The overall testing frequency will be performed over the entire range of Contractor samples and will be equal to or greater than 10 percent for gradations and equal to or greater than 20 percent for asphalt content, bulk specific gravity, maximum specific gravity and field density. The Engineer may select any or all split samples for assurance testing. The Engineer will initiate independent assurance testing during mixture field verification. These tests may be performed immediately or anytime up to ten working days after sampling. The test results will be made available to the Contractor as soon as they become available.

The Contractor's nuclear/core correlation will be verified utilizing Department nuclear gauges.

The Engineer may witness the sampling and testing being performed by the Contractor. The Engineer will document all witnessed samples and tests.

The Engineer will promptly notify the Contractor, both verbally and in writing, of observed deficiencies. If the Engineer observes that the sampling and quality control tests are not being performed according to the applicable test procedures, the Engineer may stop production until corrective action is taken.

The Engineer may elect to obtain samples for testing, separate from the Contractor's quality control process, to verify specification compliance.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits:

Test Parameter	Acceptable Limits of Precision	
	Class I	Non-Class I
% Passing:		
12.5 mm (1/2 in.)	5.0%	5.0%
4.75 mm (No. 4)	5.0%	5.0%
2.36 mm (No. 8)	3.0%	
600 µm (No. 30)	2.0%	
75 µm (No. 200)	2.2%	2.2%
Total Dust Content 75 µm (No. 200) ¹	2.2%	2.2%
Asphalt Content	0.3%	0.3%
Maximum Specific Gravity of Mixture	0.026	0.026
Bulk Specific Gravity	0.045	0.045
Density (Percent Compaction)	1.0% (Correlated)	1.5%*

Note 1. Based on washed ignition oven

*Applies to the final percentage difference between the gauges when compared against the individual target density of each gauge.

The Department may run extractions for assurance, when deemed necessary by the Engineer.

In the event comparison of the required plant test results is outside the above acceptable limits of precision, Department split or independent samples fail the control limits, a Department extraction indicates non-specification mix, or a continual trend of difference between Contractor and Department test results is identified, the Engineer will immediately investigate. The Engineer may suspend production as stated in Article 108.07 of the Standard Specifications, while the investigation is in progress. The investigation may include testing by the Engineer of any remaining split samples or a comparison of split sample test results on the mix currently being produced. The investigation may also include review and observation of the Contractor's technician performance, testing procedure, and equipment.

If a problem is identified with the mix, the Contractor shall take immediate corrective action. After corrective action, both the Contractor and the Engineer shall immediately resample and retest following the procedures in Subsection "Corrective Action for Required Plant Tests", of the section in this provision entitled "Quality Control by Contractor".

In the event comparison of the required field test results (densities) are outside the above acceptable limits of precision, Department split or independent samples fail the density limits, or a continual trend of difference between Contractor and Department test results is identified, the Engineer will immediately investigate. The investigation will include testing by the Engineer of any remaining random density locations. The Engineer may establish additional locations for testing by both the Contractor and the Department to provide further comparison results. The investigation shall also include review and observation of the Density Tester performance, testing procedure, and equipment. The original correlation and/or comparison data, for both gauges, shall be reviewed as part of the investigation process. If the problem continues, the Engineer may require a new correlation be performed.

Acceptance By The Engineer. Final acceptance will be based on the following:

- (a) Validation of the Contractor's quality control by the assurance process.
- (b) The Contractor's process control charts and actions.
- (c) Department assurance tests for voids and density.

If any of the above are not met, the work will be considered in non-conformance with the contract.

Documentation. The Contractor shall be responsible for documenting all observations, records of inspection, adjustments to the mixture, test results, retest results, and corrective actions in a bound hardback field book or bound hardback diary which will become the property of the Department.

The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the Contractor's consultants, or the producer of bituminous mix material.

The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

Adjustments to mixture production and test results shall be recorded in duplicate and sent to the Engineer on forms approved by the Engineer.

Basis of Payment. Quality Control/Quality Assurance of bituminous concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various bituminous contract items.

Test Strips will be paid according to the following:

- a) If the bituminous mixture placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within the tolerances of the JMF, the initial mixture and test strip will not be paid for and shall be removed at the contractor's expense. An additional test strip will be paid for in full, if produced within the JMF tolerances.
- b) If the bituminous mixture placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within the tolerances of the JMF, the mixture shall be removed. Removal will be paid for according to Article 109.04 of the Standard Specifications. This initial mixture and test strip will be paid for at the contract unit prices. The additional mixture shall be replaced at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip.
- c) If the bituminous mixture placed during a test strip is determined to be acceptable to remain in place by the Engineer and the Engineer deems a new start-up is required for any reason, the initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price and any additional test strips will be paid for at one half the contract unit price of each test strip.

RAP FOR USE IN CLASS I AND SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000

Revised: January 1, 2001

Description. This special provision establishes and describes the responsibilities of the Contractor in producing and utilizing Recycled Asphalt Pavement (RAP) for use in Class I and Superpave mixtures. Sections 406.10(c) and 1004.07 of the *Standard Specifications for Road and Bridge Construction* shall not apply.

Definition. RAP material is reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure. RAP shall originate only from Class I or Superpave mixtures on routes which were built under State of Illinois Contract. The Contractor shall supply documentation that the RAP meets these requirements.

Stockpiles.

- (a) Homogeneous. Homogeneous RAP stockpiles shall represent the same aggregate quality, the same type of aggregate (crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC content. Homogeneous stockpiles may not require processing (crushing and screening) if all contaminants are removed and if the consistency of the stockpile complies with the testing requirements defined herein. RAP containing steel slag shall be homogeneous and approved for use in Class I or Superpave surface mixtures only.
- (b) Conglomerate. Conglomerate RAP stockpiles may represent more than one aggregate quality and/or aggregate type. This RAP may have an inconsistent gradation and/or asphalt cement content. All Conglomerate RAP shall be processed prior to testing.
- (c) Other. Other RAP stockpiles include any or all of the following: RAP containing contaminants; RAP which does not meet the coarse aggregate requirement of C Quality or better; RAP which originates from other than state routes; Homogeneous or Conglomerate RAP which falls out of the acceptable specification limits defined herein. "Other" RAP will not be allowed for use in Class I or Superpave Bituminous Concrete Mixtures.

Quality. RAP for use in Class I or Superpave surface mixtures shall originate from milled or crushed surface mixtures only, in which the coarse aggregate is of Class B Quality or better. RAP for use in Class I or Superpave binder mixtures shall originate from milled or crushed surface mixture, binder mixture or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

Contaminants. RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, pavement fabric, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet Asphalt will be stockpiled separately.

Testing. All RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons for the first 2,000 tons and one sample per 2,000 tons thereafter. A minimum of 5 tests shall be required for stockpiles less than 4,000 tons.

For testing existing stockpiles, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to extract representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample, according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, shall be accepted if within the tolerances listed below.

Parameter	Tolerance
1/2"	± 8
#4	± 6
#8	± 5
#30	± 5
#200	± 2.0
AC	± 0.4

If more than 20% of the individual gradation or asphalt content test results fall outside the tolerances, the RAP will not be allowed to be used in Class I or Superpave mixtures unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

Designs. At the Contractor's option, Class I or Superpave bituminous concrete binder, leveling binder, or surface course may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are within the control tolerances of a RAP stockpile that has been previously tested and used in a design, those RAP stockpiles may be used in that design at the percent previously verified.

Production. All RAP used shall meet the nominal maximum size requirement for the bituminous mixture being produced. A scalping screen shall be used in the RAP feed system to remove oversized material. If material passing the screen deck adversely affects the mix production or quality of the mix, the screen shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

SEGREGATION CONTROL OF BITUMINOUS CONCRETE (BDE)

Effective: July 15, 1997

Description. This work shall consist of the visual identification and corrective action of segregated bituminous concrete in conjunction with QC/QA of Bituminous Concrete Mixtures.

Definitions.

- (a) Segregation. Areas of non-uniform distribution of coarse and fine aggregate particles in a bituminous pavement.
- (b) End-of-Load Segregation. A systematic form of segregation typically identified by chevron-shaped segregated areas at either side of a lane corresponding with the beginning and end of truck loads.
- (c) Longitudinal Segregation. A linear pattern of segregation that usually corresponds to a specific area of the paver.
- (d) Severity of Segregation.
 - 1. Low. A pattern of segregation where the mastic is in place between the aggregate particles; however, there is slightly more coarse aggregate in comparison with the surrounding acceptable mat.
 - 2. Medium. A pattern of segregation that has significantly more coarse aggregate in comparison with the surrounding acceptable mat and which exhibits some lack of mastic.
 - 3. High. A pattern of segregation that has significantly more coarse aggregate in comparison with the surrounding acceptable mat and which contains little mastic.

Quality Control by the Contractor. The Contractor and the Engineer will evaluate the in place mat daily for segregation. In the Annual Quality Control Plan or Addendum, the Contractor shall identify the individual(s) responsible for implementing this Special Provision and documenting the daily evaluations and conclusions.

The Contractor shall conduct the paving operation in a manner to prevent medium or high segregation.

The Contractor shall continually monitor the plant operations, hauling or the mix, paver operations, and the compacted mat for segregation.

If medium or high segregation has been previously identified on projects with similar paving operations and mix designs, the Contractor shall include the corrective actions specified below in the Quality Control Plans or the Quality Control Addendum.

Corrective Action by the Contractor. When medium or high segregation of the mixture is identified by the Contractor, the Engineer, or the daily evaluation, the following specific actions shall be taken:

(a) End of Load Segregation. If medium or high end-of-load segregation is identified, the following actions, as a minimum, shall be taken:

1. Trucks transporting the mixture shall be loaded in multiple dumps: The first against the front wall of the truck bed and then one against the tailgate in a manner which prevents the coarse aggregate from migrating to those locations.
2. The paver shall be operated so the hopper is never below 30 percent capacity between truck exchanges.
3. The "Head of Material" in the auger area shall be controlled to keep a constant level, ± 25 mm (1 inch) tolerance.

(b) Longitudinal Segregation. If medium or high longitudinal segregation is identified, the Contractor shall make the necessary adjustment to the slats, augers, or screeds to eliminate the segregation.

The Contractor shall implement the corrective actions as soon as possible and report them to the Engineer before the next day's paving proceeds.

Quality Control Plans and addendums for subsequent projects shall reflect the corrective actions taken under the Contract, whether the corrective action was initiated by the Contractor or the Engineer.

Investigations. If the corrective actions initiated by the Contractor are insufficient in controlling medium or high segregation, the Contractor and Engineer will investigate to determine the cause of segregation.

When an investigation indicates additional corrective action is warranted, the Contractor shall implement operational changes necessary to correct the segregation problems.

Any verification testing necessary for the investigation will be performed by the Department according to the applicable project test procedures and specification limits.

Dispute Resolution. The Engineer will represent the Department in the administration of this special provision.

In cases of disputes, the District Construction Engineer will represent the Department in any disagreement regarding the application of this specification on any Contract.

Basis of Payment. This work will not be paid for separately but will be considered as included in the cost of the various items of bituminous concrete, and no additional compensation will be allowed.

MOBILIZATION (BDE)

Effective: January 1, 1999

Revised: November 1, 2000

This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site for the establishment of offices, buildings and other facilities necessary for work on the projects and for all other work or operations which must be performed or costs incurred when beginning work on the project.

The amount which a Contractor will receive payment for, in accordance with the following schedule will be limited to six percent of the total contract bid. Should the bid for the item exceed six percent, the amount over six percent will not be paid until ninety percent of the adjusted contract value is earned.

Basis of Payment. Partial payment of the lump sum amount bid for Mobilization, not exceeding six percent, will be paid according to with the following schedule:

- (a) Upon execution of the contract, seventy-five percent of the pay item will be paid.
- (b) When ten percent of the original contract amount is earned, an additional fifteen percent of the pay item will be paid.
- (c) When ninety percent of the contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of the six percent limit.

Nothing herein shall be construed to limit or preclude partial payment for other items as provided for by the contract.

53312

SHOULDER RESURFACING (BDE)

Effective: February 1, 2000

Revise Article 406.20 of the Standard Specifications to read:

“Pavement Resurfacing. Once a lift of bituminous is placed on a lane of pavement, the adjoining shoulder shall be resurfaced with an equal thickness before any other lane is resurfaced, for each lift of bituminous resurfacing.”

Revise the first sentence to the eighth paragraph of Article 406.23 of the Standard Specifications to read:

“When the option of Class I, Type 1 and 2 mixture on shoulders is used and are placed simultaneously with the traffic lane as specified in Section 482, the quantity of bituminous mixture placed on the traffic lane will be limited to a calculated tonnage based upon actual mat width and length, plan thickness or a revised thickness authorized by the Engineer, and design mix weight per millimeter (inch) of thickness.”

Delete the ninth paragraph of Article 406.23 of the Standard Specifications.

Replace the first sentence of the second paragraph Article 482.02 of the Standard Specifications with the following:

“For lifts with a thickness of 44 mm (1 $\frac{3}{4}$ inch) or greater, the aggregate used shall meet the gradation requirements for a CA 10. For lifts with a thickness less than 44 mm (1 $\frac{3}{4}$ inch) the aggregate used shall meet the gradation requirements for a CA 12.”

Revise the first paragraph of Article 482.04 of the Standard Specifications to read:

“For pavement and shoulder resurfacing projects, Class I Binder and Surface Course mixtures or Superpave mixtures designed at 50 gyrations or greater may be used in lieu of Bituminous Aggregate Mixture for the resurfacing of shoulders, at the option of the Contractor.”

Replace the third sentence of the first paragraph of Article 482.05 of the Standard Specifications with the following:

“Superpave and Class I mixtures used as the top lift and other lifts less than 44 mm (1 $\frac{3}{4}$ inch) shall meet the gradation requirements for Superpave and B Binder of Surface Course mixture according to Article 406.13.”

Revise the second paragraph of Article 482.06 of the Standard Specifications to read:

“On pavement and shoulder resurfacing projects, once a lift of bituminous resurfacing is placed on a lane of pavement, the adjoining shoulder shall be resurfaced, with an equal thickness before any other lane is resurfaced. When the Class I mixture option is used, the shoulders may be placed, at the Contractor’s option, simultaneously with the adjacent traffic lane for both the binder and surface courses, provided the specified density, thickness and cross slope of both the pavement and shoulder can be satisfactorily obtained.”

80013

MATERIAL ALLOWANCES

Effective: December 1, 2001

Revise the sixth paragraph of Article 109.07 of the Standard Specifications to read:

“In addition, payment may be made for materials prior to their use in the work. These material allowances may be paid at the discretion of the Department when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department. Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size. Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor’s cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department.”

PLACEMENT OF ARROW BOARDS (BDE)

Effective: August 1, 2001

Add the following to Article 701.04 of the Standard Specifications:

“(g) Arrow Boards. Arrow boards shown on standards or in the plans at the beginning of tapers, shall be placed at the beginning of the taper or in the closed lane within the first 90 m (300 ft) of the taper.”

80056

PORTLAND CEMENT CONCRETE PATCHING (BDE)

Effective: January 1, 2001

Revised: January 1, 2002

Revise Note 1 of Article 442.02 of the Standard Specifications, to read:

"Note 1. When patching ramp pavements and two lane pavements with two way traffic, Class PP-2, PP-3, or PP-4 concrete shall be used for Class A, Class B and Class C patching. For all other pavements, Class PP-1, PP-2, PP-3, or PP-4 concrete shall be used, at the Contractor's option, for Class A, Class B and Class C patching."

Revise the first paragraph of Article 442.06(e) of the Standard Specifications to read:

"(e) Concrete Placement. For Class A, Class B and Class C Patches, concrete shall be placed according to Article 420.07 and governed by the limitations set forth in Article 1020.14, except that the maximum temperature of the mixed concrete immediately before placing shall be 35 °C (96 °F), the required use of an approved retarding admixture when the plastic concrete reaches 30 °C (85 °F) shall not apply."

Revise the first paragraph of Article 442.06(h) of the Standard Specifications to read:

"(h) Curing and Protection. In addition to Article 1020.13, when the air temperature is less than 13 °C (55 °F), the Contractor shall cover the patch with minimum R12 insulation until opening strength is reached. Insulation is optional when the air temperature is 13 °C - 35 °C (55 °F - 96 °F). Insulation shall not be placed when the air temperature is greater than 35 °C (96 °F)."

Revise the second paragraph of Article 701.05(e)(1)d.1. of the Standard Specifications to read:

"No open holes, broken pavement, or partially filled holes shall remain overnight for bituminous patching or when the Department specifies only Class PP-2, PP-3, or PP-4 concrete be used. The only exception is conditions beyond the control of the Contractor."

Revise Article 701.05(e)(2)b. of the Standard Specifications to read:

"b. Strength Tests. For patches constructed with Class PP-1 concrete, the pavement may be opened to traffic when test specimens cured with the patches have obtained a minimum flexural strength of 4150 kPa (600 psi) or a minimum compressive strength of 22,100 kPa (3200 psi) according to Article 1020.09.

For patches constructed with Class PP-2, PP-3, or PP-4 concrete, the pavement may be opened to traffic when test specimens cured with the patches achieve a minimum flexural strength of 2050 kPa (300 psi) or a minimum compressive strength of 11,000 kPa (1600 psi) according to Article 1020.09.

With the approval of the Engineer, concrete strength may be determined according to AASHTO T 276. The strength-maturity relationship shall be developed from concrete which has an air content near the upper specification limit. The strength-maturity relationship shall be re-established if the mix design or materials are changed."

Revise Article 701.05(e)(2)c. of the Standard Specifications to read:

- "c. Construction Operations. For Class PP-2, PP-3, or PP-4 concrete used on ramp pavements and two lane pavements with two way traffic, or when the Department specifies only Class PP-2, PP-3, or PP-4 concrete be used for other pavements, Contractor construction operations shall be performed in a manner which allows the patches to be opened the same day and before nightfall. If patches are not opened before nightfall, the additional traffic control shall be at the Contractor's expense. Any time patches cannot be opened before nightfall, the Contractor shall change subsequent construction operations or the mix design. The changes shall be at no additional cost to the Department."

Revise Table 1 of Article 1020.04 of the Standard Specifications by replacing Class PP concrete with the following:

TABLE 1. CLASSES OF PORTLAND CEMENT CONCRETE AND MIX DESIGN CRITERIA				
Class of Concrete	Use	Specification Section Reference	Cement Factor kg/cu m (cwt/cu yd)	Max. Water/Cement Ratio kg/kg (lb/lb)
PP-1	PCC Patching Pavement or Bridge Deck	442	Type I Cement 385 to 445 (6.50 to 7.50) Type III Cement 365 to 425 (6.20 to 7.20)	0.44
PP-2	PCC Patching Pavement or Bridge Deck	442	Type I Cement 435 (7.35)	0.38
PP-3	PCC Patching Pavement or Bridge Deck	442	Type III Cement 435 (7.35)	0.35
PP-4	PCC Patching Pavement or Bridge Deck	442	Rapid Hardening Cement 355 to 370 (6.00 to 6.25)	0.50

For PP-1, the Contractor has the option to replace the Type I Cement with Class C fly ash or ground granulated blast-furnace slag. The amount of cement replaced shall not exceed 15 percent by mass (weight), at a minimum replacement ratio of 1.5:1.

For PP-2, the Contractor has the option to replace the Type I cement with Class C fly ash or ground granulated blast-furnace slag. The amount of cement replaced shall not exceed 30 percent by mass (weight), at a minimum replacement ratio of 1:1.

For PP-3, in addition to the cement, 45kg (100 lb) of ground granulated blast-furnace slag and 23 kg (50 lb) of microsilica are required. For an air temperature greater than 30 °C (85 °F), the Contractor has the option to replace the Type III cement with Type I cement.

For PP-4, the cement shall be from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs."

TABLE 1. (CONT'D) CLASSES OF PORTLAND CEMENT CONCRETE AND MIX DESIGN CRITERIA							
Class of Concrete	Slump, mm (in.)	Mix Design Compressive Strength, kPa (psi)		Mix Design Flexural Strength, kPa (psi)		Air Content, %	Coarse Aggregate Gradations Permitted
		Hours		Hours			
		12	48	12	48		
PP – 1	100 (4) Max	-----	22,100 (3200)	-----	4150 (600)	4.0 – 7.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP – 2	150 (6) Max	11,000 (1600)	22,100 (3200)	2050 (300)	4150 (600)	4.0 – 6.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP – 3	100 (4) Max	11,000 (1600)	22,100 (3200)	2050 (300)	4150 (600)	4.0 – 6.0	CA-7, CA-11, CA-13, CA14, or CA-16
PP – 4	150 (6) Max	11,000 (1600)	22,100 (3200)	2050 (300)	4150 (600)	3.0 – 6.0	CA-7, CA-11, CA-13, CA14, or CA-16

For PP-1, PP-2, PP-3, or PP-4; only CA-13, CA-14, or CA-16 may be used for bridge deck patching. In addition, the mix design strength at 48 hours shall be increased to 27,500 kPa (4,000 psi) compressive or 4,650 kPa (675 psi) flexural for bridge deck patching.

For PP-1, the slump may be increased to 150 mm (6 in.) Max if a high range water-reducing admixture is used.

Revise the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. If the Department specifies a calcium chloride accelerator, it shall be a standard solution of calcium chloride and water. The standard solution shall contain a maximum of 0.5 kg (4.0 lb) of regular (77% minimum) or a maximum 0.4 kg (3.2 lb) of concentrated (94% minimum) calcium chloride per 3.8 L (1 gal) of solution."

Replace the fourth paragraph of Article 1020.05(b) with the following seven paragraphs:

At the Contractor's option, admixtures other than air entraining agents may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete; a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F.) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of standard solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of standard solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

Revise the last paragraph of Article 1020.05(b) of the Standard Specifications to read:

"If a high range water-reducing admixture is used, the maximum slump given in Article 1020.04 may be increased according to Article 1021.03(c) for all classes of concrete, except Class PV, PP, and SC concrete."

Delete Article 1020.05(g) of the Standard Specifications.

80036

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000

Revised: January 1, 2002

Description. This Special Provision establishes and describes the responsibilities of the Contractor in designing, producing, and constructing Superpave bituminous concrete mixtures using Illinois-Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Section 406 of the Standard Specifications and the Recurring Special Provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

Materials.

- (a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with $N_{design} \geq 90$, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.
- (b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer PG binder may be required, as determined by the Engineer.

RAP shall meet the requirements of the special provision, "RAP for Use in Class I and Superpave Mixtures".

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

- (c) Asphalt Cement. The asphalt cement shall be Performance-Graded (PG) or Modified Performance-Graded meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

- (1) The polymer-modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.
- (2) The mixture shall be designed using a mixing temperature of $163 \pm 3^\circ\text{C}$ ($325 \pm 5^\circ\text{F}$) and a gyratory compaction temperature of $152 \pm 3^\circ\text{C}$ ($305 \pm 5^\circ\text{F}$).
- (3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 shall be required in the absence of the pneumatic-tired roller.

- (4) A manufacturer's representative from the polymer asphalt cement producer shall be present during each polymer mixture start-up and shall be available at all times during production and lay-down of the mix.

Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The Superpave Gyratory Compactor (SGC) shall be used for all QC/QA testing.
- (b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition asphalt content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

Mixture Design. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 shall not apply. The mixtures will be designed according to the respective Illinois-Modified AASHTO references listed below.

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO PP 2	Standard Practice for Short and Long Term Aging of Hot Mix Asphalt (HMA)
AASHTO PP 19	Standard Practice for Volumetric Analysis of Compacted Hot Mix Asphalt (HMA)
AASHTO PP28	Standard Practice for Designing Superpave HMA
AASHTO TP 4	Method for Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the SHRP Gyratory Compactor
AASHTO TP 308	Method for Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

- (a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

TABLE 1. MIXTURE COMPOSITION (% PASSING)^{1/}								
Sieve Size	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm^{4/}		IL-9.5 mm^{4/}	
	min	max	min	max	min	max	min	max
37.5mm (1-1/2")		100						
25mm (1")	90	100		100				

19mm (3/4")		90	82	100		100		
12.5mm (1/2")	45	75	50	85	90	100		100
9.5mm (3/8")						90	90	100
4.75mm (#4)	24	42 ^{2/}	24	50 ^{2/}	24	65	24	65
2.36mm (#8)	16	31	16	36	16	48 ^{3/}	16	48 ^{3/}
1.18mm (#16)	10	22	10	25	10	32	10	32
600µm (#30)								
300µm (#50)	4	12	4	12	4	15	4	15
150µm (#100)	3	9	3	9	3	10	3	10
75µm (#200)	3	6	3	6	4	6	4	6

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 40 percent passing the 4.75mm (#4) sieve for binder courses with Ndesign ≥ 90.
- 3/ The mixture composition shall not exceed 40 percent passing the 2.36mm (#8) sieve for surface courses with Ndesign ≥ 90.
- 4/ The mixture composition for surface courses shall be according to IL-12.5mm or IL-9.5mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder, as specified in the plans, and according to Article 406.04.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois-Modified AASHTO MP 2

- (b) Dust/AC Ratio for Superpave. The ratio of material passing the 75 µm (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).
- (c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

TABLE 2. VOLUMETRIC REQUIREMENTS					
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt (VFA), %
	IL-25.0	IL-19.0	IL-12.5	IL-9.5	
50	12.0	13.0	14.0	15	65 - 78
70					65 - 75
90					
105					

- (d) **Determination of Need for Anti-Stripping Additive.** The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests made according to Illinois-Modified T283 using 4" Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive shall be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. REQUIRED PLANT TESTS			
Parameter		Frequency of Tests	Test Method
Asphalt Content by Ignition Oven		1 per half day of production	Illinois-Modified AASHTO T308
Air Voids	Bulk Specific Gravity of Gyratory Sample	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois Modified AASHTO TP4
	Maximum Specific Gravity of Mixture		Illinois-Modified AASHTO T 209

During production, the ratio of minus 75 μm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 μm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois-Modified T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Control Charts/Limits. Control charts/limits shall be according to QC/QA requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 4. DENSITY CONTROL LIMITS	
Parameter	Individual Test
Ndesign \geq 90	92.0 - 96.0%
Ndesign < 90	93 - 97%

Method of Measurement. On full-depth pavement projects, this work will be measured in place, and the quantity for payment will be computed in square meters (square yards) of the thickness specified. The width of measurement shall be the top width of the bituminous concrete course as shown on the plans.

On resurfacing projects, this work will be measured for payment in metric tons (tons) according to 406.23 of the Standard Specifications.

Basis of Payment. On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, as specified in the plans.

On resurfacing projects in which polymer modifiers are not required, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (BDE)

Effective: August 1, 1994
Revised: January 1, 2002

This work shall consist of furnishing and installing a Traffic Barrier Terminal Type 1, Special of the type specified in the plans according to Section 631 of the Standard Specifications and the following:

Delete all references to Type 1 terminal in Section 631 to the Standard Specifications.

All terminals shall meet the testing criteria contained in the National Cooperative Highway Research Program (NCHRP) Report 350 and be approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminals at a single location within a project shall be of the same manufacture and configuration and shall be identical in design and appearance unless otherwise specified in the plans.

The terminal section shall provide a minimum length of need of 11.4 m (37.5 ft.).

Traffic Barrier Terminals Type 1, Special (Tangent) or Traffic Barrier Terminal Type 1, Special (Flared) shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.

This work will be paid for at the contract unit price each for TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT) and for TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (FLARED).

The terminal marker direct applied will be paid for separately.

Widening of existing shoulders for the construction of Traffic Barrier Terminal, Type 1, Special (Tangent) or Traffic Barrier Terminal Type 1, Special (Flared) shall be as shown on the plans and will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

41209

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: April 10, 2001

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.5% (0.7% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.5% (0.7% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{B} \right) > 0.5\% \text{ (0.7\% for aggregates)}$$

Where A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

MATERIAL TRANSFER DEVICE (BDE)

Effective Date: June 15, 1999

Revised Date: March 1, 2001

Description. This work shall consist of placing binder and surface course mixtures according to Section 406 of the Standard Specifications, except that these materials shall be placed using a material transfer device.

Materials and Equipment. The Material Transfer Device shall have a minimum surge capacity of 13.5 metric tons (15 tons), shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following:

- (a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 12.7 metric tons (14 tons).
- (c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the bituminous material. The longitudinal paddle mixers shall be located in the paver hopper insert.

Construction Requirements. The material transfer device shall be used for the placement of bituminous concrete binder and surface course mixtures placed on the mainline. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

The material transfer device will be permitted on partially completed segments of full-depth bituminous concrete pavement if the thickness of binder in place is 250 mm (10 in.) or greater.

Structures. The Material Transfer Device may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of bituminous material prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

Method of Measurement. This work will be measured for payment in metric tons (tons) for all bituminous concrete binder and surface course materials placed with a material transfer device.

Basis of Payment. This work will be paid for at the contract unit price per metric ton (ton) for MATERIAL TRANSFER DEVICE.

The various bituminous mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The Contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

80045

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage.....	3
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor.....	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects.....	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4 and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. Employ convict labor for any purpose within the limits of

the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.